# Framework Schedule 6 (Order Form, Statement of Work and Call-Off Schedules)

# Order Form (Revision 0.1)

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| **Call-Off Reference:** | 16868 (the unique integer reference number at the end of the opportunities’ URL on the Digital Marketplace) |
| **Call-Off Title:** | 701551801 - Provision of Exploitation of Tactical Data Links within Land Information Manoeuvre |
| **Call-Off Contract Description:** | Army HQ require a team with specialist knowledge of the implementation of Tactical Data Links to transform/augment and harmonise their further TDL investment |
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| **The Buyer:** | REDACTED |
| **Buyer Address:** | Directorate Information, IDL 1, Blenheim Bldg, Army HQ, Monxton Road, Andover, Hampshire, SP11 9HJ |
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| **The Supplier:** | Metrea Mission Data Limited |
| **Supplier Address:** | Malvern Hills Science Park  Geraldine Road  Great Malvern  Worcestershire  WR14 3SZ |
| **Registration Number:** | 05440126 |
| **DUNS Number:** | 34-633-9851 |
| **SID4GOV ID:** | - |

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 3 October 2022.

It’s issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier’s Call-Off Contract.

**CALL-OFF LOT(S):**

LOT 1 – Digital Outcomes

**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) RM1043.7**
3. **Framework Special Terms**
4. **The following Schedules in equal order of precedence:** 
   1. **Joint Schedules for RM1043.7**

Joint Schedule 1 (Definitions)

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)

Joint Schedule 7 (Financial Difficulties)

Joint Schedule 8 (Guarantee) – NOT APPLICABLE

Joint Schedule 9 (Blank) **– N/A**

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data) RM1043.7 – NOT APPLICABLE

Joint Schedule 12 (Supply Chain Visibility) – NOT APPLICABLE

* 1. **Call-Off Schedules for 701551801 (DInfoCom/0174)**

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 3 (Continuous Improvement) (Not Applicable – Clarification Question 3 refers)

Call-Off Schedule 4 (Call Off Tender)

Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) **– N/A (CQ 26)**

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – NOT APPLICABLE

Call-Off Schedule 9 (Security)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 11 (Blank) **– N/A**

Call-Off Schedule 12 (Blank) **– N/A**

Call-Off Schedule 13 (Implementation Plan and Testing) **– N/A (CQ31)**

Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – NOT APPLICABLE

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 16 (Benchmarking) – NOT APPLICABLE

Call-Off Schedule 17 (MOD Terms)

Call-Off Schedule 18 (Background Checks)

Call-Off Schedule 19 (Scottish Law) – NOT APPLICABLE

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Schedule 21 (Northern Ireland Law) – NOT APPLICABLE

Call-Off Schedule 22 (Blank) **– N/A**

Call-Off Schedule 23 (Blank) **– N/A**

Call-Off Schedule 24 (Blank) **– N/A**

Call-Off Schedule 25 (Ethical Walls Agreement)

Call-Off Schedule 26 (Cyber Essentials Scheme)

1. **CCS Core Terms (version 3.0.9)**
2. **Joint Schedule 5 (Corporate Social Responsibility) RM1043.7**
3. **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:

1. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
2. 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.
3. 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.

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| **CALL-OFF START DATE:** | 24 October 2022 |
| **CALL-OFF EXPIRY DATE:** | 31 March 2023 |
| **Call-Off Initial Period:** | 6-months |
| **Call-Off Optional Extension Period:** | Not Applicable |
| **Minimum Notice Period for Extensions:** | Not Applicable |
| **Call-Off Contract Value:** | £300,725.00 ex VAT |

**CALL-OFF DELIVERABLES**

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

**Buyer’s Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

All relevant MOD JSPs

**Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

**Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £300,725 ex VAT

**Call-Off Charges**

Fixed Price

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

**Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details &Expenses Policy)

**Payment Method**

Monthly in arrears through the Contracting, Purchasing & Finance (CP&F) tool

**BUYER’S INVOICE ADDRESS:**

REDACTED

Army Progs-LETacCIS-CC&D-SO3

REDACTED

Programme Directorate, Army HQ, Blenheim Bldg, Andover, Hampshire, SP11 8HJ

**Buyer’s Authorised Representative**

REDACTED

D Info Commercial TL

REDACTED

Directorate Information, IDL 1, Blenheim Building, Army Headquarters, Marlborough Lines,

Monxton Road, Andover, Hampshire, SP11 8HJ.

**Buyer’s Environmental Policy**

JSP 604

**Buyer’s Security Policy**

Not Applicable

**Supplier’s Authorised Representative**

REDACTED

Project Manager

REDACTED

Metrea Mission Data Limited

Boole Technology Centre

Lincoln Science and Innovation Park

Beevor Street

Lincoln LN6 7DJ

**Supplier’s Contract Manager**

REDACTED

Commercial Manager

REDACTED

Metrea Mission Data,

Malvern Hills Science Park,

Geraldine Rd,

Malvern WR14 3SZ

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter or as agreed with Contract Manager

Key Staff

REDACTED

Project Lead

REDACTED

Metrea Mission Data,

Malvern Hills Science Park,

Geraldine Rd,

Malvern WR14 3SZ

Direct employee of MMD and outside of IR35

REDACTED

Atheniem Limited Managing Director and Subcontract Lead

REDACTED

4 Whitethorn Grove,

Malvern,

Worcestershire, WR14 2UU

Director of Atheniem and outside of IR35

REDACTED

JCSys Limited VMF Lead

REDACTED

Thorneloe House,

25 Barbourne Road,

Worcester,

Worcestershire, WR1 1RU

Director of JCSys Limited and outside of IR35

**Key Subcontractor(s)**

Atheniem Limited, registered office is at 4 Whitethorn Grove, Malvern, Worcestershire, WR14 2UU

JCSys Limited, registered office is at Thorneloe House, 25 Barbourne Road, Worcester, Worcestershire, WR1 1RU

**Commercially Sensitive Information**

Suppliers submitted Written Proposal and Firm Price Day rates

**Balanced Scorecard**

Not Applicable

**Material KPIs**

Not applicable

**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)

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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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:** | REDACTED |
| Role: | Commercial Manager | **Role:** | D Info Commercial Team Lead |
| Date: | 22 October 2022 | **Date:** | 21 October 2022 |

# Order Form Appendix 1 – NOT APPLICABLE

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).