

Direct Award Order Form Template

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CALL-OFF REFERENCE: TBC

THE BUYER: Her Majesty's Prisons & Probation Service

BUYER ADDRESS: 102 Petty France, London SW1H 9AJ

SUPPLIER REFERENCE 0066900001Kej5u

THE SUPPLIER: Exponential-e Limited

SUPPLIER ADDRESS: 100 Lemn St, London E1 8EU

REGISTRATION NUMBER: 04499567

DUNS NUMBER: 64-096-1145

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd February 2021.

It's issued under the Framework Contract with the reference number RM3808 for the provision of Network Services.

CALL-OFF LOT(S):

Lot 1

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) RM3808
3. The following Schedules in equal order of precedence:

Joint Schedules for framework reference number RM3808

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **TBC**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 14 (Service Levels)

4. CCS Core Terms (version 3.0.5)

5. Joint Schedule 5 (Corporate Social Responsibility)

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

Please see Appendix A as agreed within CCS Framework Award Form signed on 31 July 2019

CALL-OFF START DATE **22nd February 2021**

CALL-OFF EXPIRY DATE **21st February 2023**

CALL-OFF INITIAL PERIOD **24 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **1 x 12 Months**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION

The Customer shall have the right to terminate this Call-Off Contract by providing at least thirty (30) Working Days' written notice to the Supplier, such notice to be served no earlier than the first anniversary of the Effective Date

CATALOGUE SERVICE OFFER REFERENCE:

RM3808_Lot1_Exponential-e_SO60 Secure Managed Remote Access & User Device Solution

CALL-OFF DELIVERABLES

The below items are for the delivery of Visionable:

Item	Qty	Site(s)	Delivery Timescales
YubiKey 5 NFC	436	TBC	In line with agreed project plans
Service Management (12 months)	1	TBC	In line with agreed project plans
Microsoft 365 & InTune License E3 - 24 Months	203	TBC	In line with agreed project plans
Exponential-e Desktop Support - 12 Months	203	TBC	In line with agreed project plans
Dell Latitude 5310 2-in-1 CTO	203	TBC	In line with agreed project plans
HSCN – RAS	436	TBC	In line with agreed project plans
Project Manager	5	TBC	In line with agreed project plans
Transition & Onboarding	1	TBC	In line with agreed project plans

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 **£614,132.08**.

CALL-OFF CHARGES

[REDACTED]

The above charges are calculated on the basis that the buyer agrees to pay for the above call-off charges upfront for the term of the contract.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 in Framework Schedule 3 (Framework Prices).

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

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

Annually in advance, payment is electronic, via BACS

BUYER'S INVOICE ADDRESS:

Invoices will be sent to the address specified on the related purchase order.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Recovery Advisor for Her Majesty's Prison & Probation Service
102 Petty France, London SW1H 9AJ

BUYER'S ENVIRONMENTAL POLICY

The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example helping them recycle or lower their carbon footprint.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer on Contract Start) will apply

Part E (Staff Transfer on Exit) will apply to every Contract.

QUALITY PLAN

Not applicable

MAINTENANCE OF ICT ENVIRONMENT

Not applicable

BUSINESS CONTINUITY AND DISASTER RECOVERY

In accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Part A, the Supplier's BCDR Plan at Annex 1 will apply.

SECURITY REQUIREMENTS

In accordance with Call-Off Schedule 9, Part A (Short Form Security Requirements) to apply.

BUYER'S SECURITY POLICY

Not applicable

INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

Not Applicable

CLUSTERING

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 Part B (Long Form Service Levels and Service Credits).

The required Service Maintenance Level is Level 1

The Service Credit Cap is in accordance with Call-Off Schedule 14 (Service Levels)

The Service Period is one (1) Month

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Exponential-e Ltd, 100 Lemman St, London E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Exponential-e Ltd, 100 Lemman St, London E1 8EU

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

OPERATIONAL BOARD

Not applicable when the Call-Off Contract is awarded through a direct award procedure.

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

Appendix A

Special Term 1	Core Terms Clause 2.6 – Delete the last sentence: “The Supplier will promptly notify CCS if the eligible buyer won’t use this Framework Contract.”
Special Term 2	Add new Clause 2.11 : “The Supplier shall operate the Catalogue in accordance with Framework Schedule 1 (Specification).”
Special Term 3	Core Terms Clause 3.2.2 – Delete the Clause
Special Term 4	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 5	Core Terms Clause 8.7 – Delete current text and replace with: “The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”
Special Term 6	Core Terms Clause 10.3.2 Delete current text and replace with the following; “Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the

	Buyer agrees to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment. After the Call-Off Contract ends Clauses 10.5.2 to 10.5.7 will apply."
Special Term 7	Core Terms Clause 11.2 – amend "£5 million" to "£1 million"
Special Term 8	Core Terms Clause 14.1 - Delete the Clause and replace with: "The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11."
Special Term 9	Core Terms 14.5 – delete the Clause and replace with: "The Supplier shall ensure that any system on which the Supplier holds any Government Data, including back-up data, is a secure system, and for Call-Off Contracts that it will comply with the relevant Buyer's requirements in respect of Call-Off Schedule 9."
Special Term 10	Core Terms Clause 24.2 – add the following additional text at the end of the Clause : "If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."
Special Term 11	Core Terms – add the following provision: "36. Telecoms Expense Management The Supplier shall provide without charge to a TEM Provider nominated by CCS the detailed invoice data for each Buyer in receipt of Deliverables in an Electronic Data Interchange (EDI) format at the same frequency as it is received by that Buyer, subject to the TEM Provider agreeing to enter into a direct confidentiality agreement with the Supplier on terms equivalent to the terms set out in Clause 15 (What you must keep Confidential)."

Special Term 12	Core Terms – replace the existing Clause 10.5.7 as below: 10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.5, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.
Special Term 13	Core Terms – replace the existing Clause 10.6.2 as below: 10.6.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1: the Buyer must promptly pay all outstanding Charges incurred to the Supplier the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated Clauses 10.5.3 to 10.5.7 apply