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

Order Form

CALL-OFF REFERENCE: **Project 26317 Jamf Connect licences 24-25**

THE BUYER: Department for Work and Pensions

BUYER ADDRESS   Caxton House, Tothill Street, Westminster, London SW1 9HA

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Ave, Hatfield, AL109TW

REGISTRATION NUMBER: 01584718

DUNS NUMBER: 22-602-3463

SID4GOV ID: Not applicable
APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature. 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):

   o Lot 3 Software & 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.
2. Joint Schedule 1(Definitions and Interpretation) RM6068.
3. The following Schedules in equal order of precedence:

   ▢ Joint Schedules for RM6068 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information) ▢ Call-Off Schedules:

       ○ Call-Off Schedule 6 (ICT Services). For the purposes of this Call-Off Schedule 6 – ICT Services, Annex B, Annex C and Annex D are attached as Annexes to this Order Form where applicable).

4. CCS Core Terms (version 3.0.6).
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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 Term is incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason", Buyer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE: **15.03.2024**

CALL-OFF EXPIRY DATE: **14.03.2025**

CALL-OFF INITIAL PERIOD: **1 Year**

CALL-OFF OPTIONAL EXTENSION   **2 x 12 months**
PERIOD

CALL-OFF DELIVERABLES
Option A: As per Suppliers quotation:

REDACTED TABLE

LOCATION FOR DELIVERY

 REDACTED

REDACTED

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor)

DATES FOR DELIVERY OF THE DELIVERABLES
Option A: As per Suppliers quotation above

TESTING OF DELIVERABLES
Option A: None

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

MAXIMUM LIABILITY
Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year.

CALL-OFF CHARGES

Option A: **REDACTED**

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
The Supplier shall submit invoices directly to the billing address as per the Buyer's order. The Supplier shall invoice the Buyer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

BUYER'S INVOICE ADDRESS:

 REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY
Not applicable for standard supply transactions.

BUYER'S SECURITY POLICY
Not applicable for standard supply transactions.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY
Where applicable on the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY
Where applicable, on the first Working Day of each quarter.

KEY STAFF
Not applicable for standard supply transactions.

KEY SUBCONTRACTOR(S)
Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION
Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off
Term +2 years

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
	REDACTED		REDACTED
Signature:		Signature:	

Name:	REDACTED	Name:	REDACTED
Role:	Legal Advisor	Role:	Commercial Practitioner
Date:	14 February 2024 | 13:42 MT	Date:	14 February 2024 | 04:42 PST

Annex B

COTS Licensing Terms

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

Annex C

Software Support and Maintenance Terms

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

ANNEX D

Software as a Service Terms