



Crown
Commercial
Service

**Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.



Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

The Department for Work and Pensions (DWP)

Billing address

Your organisation's billing address - please ensure you include a postcode

Department for Work and Pensions, PO Box 406, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ

Electronic Invoices to be sent to: APinvoices-DWP-U@sscl.gse.gov.uk

Customer representative name

The name of your point of contact for this Order

REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative

REDACTED

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Computacenter (UK) Limited.

Supplier address

Supplier's registered address

Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative

REDACTED

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure

Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number

CVID 730863 – Nutanix



Section B Overview of the requirement

<p>Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i></p>	<p>Customer project reference <i>Please provide the customer project reference number.</i></p>
<p>1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/></p> <p>2. TRANSITION & TRANSFORMATION <input type="checkbox"/></p> <p>3. OPERATIONAL SERVICES</p> <p>a: End User Services <input checked="" type="checkbox"/></p> <p>b: Operational Management <input type="checkbox"/></p> <p>c: Technical Management <input type="checkbox"/></p> <p>d: Application and Data Management <input type="checkbox"/></p> <p>4. PROGRAMMES & LARGE PROJECTS</p> <p style="padding-left: 40px;">a. OFFICIAL <input type="checkbox"/></p> <p style="padding-left: 40px;">a. SECRET (& above) <input type="checkbox"/></p>	<p>CVID 730863</p> <p>Call Off Commencement Date</p> <p><i>The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form</i></p> <p>31st July 2020</p>

Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5-year term for this Lot

Call Off Initial Period Months
36 months

Call Off Extension Period (Optional) Months
12 months

Minimum Notice Period for exercise of Termination Without Cause

For the purposes of Clause 30.7 of the Call Off Terms 'Termination Without Cause', the Customer shall not terminate this Call Off Contract without cause.



Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

REDACTED

Nutanix Software Support Renewal as detailed in the attached quotation above.

Location/Site(s) for provision of the Services

As per Supplier's quotation.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

A3: Staff Transfer

A4: Exit Management

A: PROJECTS - Optional

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures



B1: Business Continuity and Disaster Recovery	<input type="checkbox"/>	H: MOD Additional Clauses	<input type="checkbox"/>
B2: Continuous Improvement & Benchmarking	<input type="checkbox"/>	Alternative Clauses	
B3: Supplier Equipment	<input type="checkbox"/>	To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	Tick any applicable boxes below	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

Collaboration Agreement ~~(see Call Off Schedule F) This Schedule can be found on the RM3804 CGS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.~~
N/A

Organisations required to collaborate
(Collaboration Suppliers)
N/A

~~An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*~~
OR

Click here to enter text.

~~An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.~~
~~tick box (right) and append as a clearly marked complete document~~



Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

NA

Third Party Software

As per renewals calendar and/or software quotation request

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer'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

Maintenance Agreement

As per Supplier's quotation.

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

Customer Property *(see Call Off Clause 21)*

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

Not Applicable

Call Off Contract Charges and Payment Profile *(see Call Off Schedule 2)*

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

- The Call Off Charges are as per the Payment Agreement
- The Supplier shall submit invoices directly to the billing address as per the Customer's requirements stated in Annex 1 of the Payment Agreement
- The Supplier shall invoice the Customer as detailed in Annex 1 - Payment Schedule of the Payment Agreement

The parties agree that a payment agreement shall be used, attached as Schedule 2 to this Order Form.

The Customer shall pay to the Supplier the sum of £2,282,493.00 for the Goods and Services, together with any applicable VAT, in accordance with and subject to the payment agreement attached as Schedule 2 to this Order Form (the "Payment Agreement"). The provisions of the Payment Agreement will be deemed incorporated into this Order Form and will take precedence over all other provisions of the Order Form, the Call Off Terms, the Technology Services 2 Framework Agreement RM3804 and any other terms that may be associated with the Order Form. The Payment Agreement shall survive the termination or expiry of all or any of the Order Form, the Call Off Terms, the Technology Services 2 Framework Agreement RM3804 and any other terms that may be associated with the Order Form.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)



Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

REDACTED

For Call Off Contract Periods of over 12 Months

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

[Click here to enter text.](#)

Professional Indemnity Insurance (£)

[Click here to enter text.](#)

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

[Click here to enter text.](#)

Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Not Applicable

Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

BCDR (see Call Off Schedule B1)

~~This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.~~



~~An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract – tick box (right) and append as a clearly marked complete document~~

OR

~~Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)~~

~~[Click here to enter text.](#)~~

~~*Where applicable insert right*~~

~~Disaster Period (calendar days)~~

~~[Click here to enter text.](#)~~

GDPR (see Call Off Clause 23.6)



Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

~~X—Service Failures (number)
Where applicable insert right~~

~~Click here to
enter text.~~

~~Y—Period (Months)
Where applicable insert right~~

~~Click here to enter
text.~~

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

As detailed in the requirements documentation provided by the Customer and the Suppliers terms and conditions in Appendix 1

Key Personnel

List below or append as a clearly marked document to include Key Roles

~~Click here to enter text.~~

Customer Responsibilities

List below or append as a clearly marked document

~~Click here to enter text.~~

Relevant Conviction(s)

~~Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.~~

~~List below or append as a clearly marked document (see Call Off Clause D where used)~~

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

~~Specific requirement and its relation to the
Services~~

~~Click here to enter text.~~

~~Other CCS framework agreement(s) to be
used~~

~~Click here to enter text.~~

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)



Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).
If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of **[specify the relevant time period]** more than once in any **[specify the relevant period]** or more than **[specify the relevant time period]**.

And/or

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours **[specify the relevant core hours]** to the **[specify the relevant Service]** for more than **[specify the relevant time period]**, or **[specify the relevant time period]**.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**.

Service Credits

Formula for calculation

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **[xxx]**% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **[xxx]**% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CGS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established — from the Call Off Commencement Date (Working Days) Where applicable insert right

[Click here to enter text.](#)



Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Supplier would not want any detailed breakdown of pricing to be shared publicly

REDACTED

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

£2,282,493 plus recoverable VAT - £2,738,991.60



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	Legal Advisor
Signature	REDACTED
Date	28th July 2020

For and on behalf of the Customer

Name	REDACTED
Job role/title	Associate Commercial Specialist
Signature	REDACTED
Date	28th July 2020



Schedule 2 PAYMENT AGREEMENT reference DWPUPA001

BETWEEN

- (1) **DEPARTMENT FOR WORK AND PENSIONS** whose registered address is 5th Caxton House, Tothill Street, London SW1H 9NA (“Customer”); and
- (2) **COMPUTACENTER (UK) LIMITED**, a company incorporated in England under registration number 1584718 whose registered address is Hatfield Avenue, Hatfield, Hertfordshire AL10 9TW (“Supplier”).

WHEREAS

- (A) The Customer has ordered products and/or services (“Deliverables”) from the Supplier and shall pay for the Deliverables through a series of payments as an alternative to making a single upfront payment; and
- (B) The Supplier is willing to receive payments over a period of time subject to all payments being made in accordance with the terms and conditions of this Payment Agreement (“Payment Agreement”).

IT IS NOW AGREED AS FOLLOWS

1 ORDER AND SUPPLY

- 1.1 The Customer has placed an order on with the Supplier for the provision of the Deliverables as set out in Annex 1 of this Schedule.
- 1.2 The Supplier has accepted the Customer’s order and has agreed to supply the Deliverables in accordance with the order to which this Payment Agreement is attached.

2 ACCEPTANCE OF THE DELIVERABLES

- 2.1 Following supply of the Deliverables by the Supplier, the Customer agrees to confirm the Deliverables have been accepted through promptly signing the certificate (“Certificate of Acceptance”) attached as an addendum to Annex 1.
- 2.2 In the absence of receipt of either a Certificate of Acceptance or notice of rejection (with valid reasons supporting such rejection) on or before 30th August, 2020 the Customer shall be deemed (i) to have accepted such Deliverables; and (ii) elected not to proceed with payment by instalments and will instead within 30 days of the Supplier’s invoice pay the full purchase price together with applicable VAT and any other applicable taxes of the Deliverables as set out in Annex 1 (“Purchase Price”).
- 2.3 In the event that the Customer has provided sufficient justification for not signing and returning the Certificate of Acceptance under clause 2.2 of this Appendix which is acceptable to the Supplier, acting reasonably, then the Supplier and the Customer agree to use all reasonable endeavours to resolve the corresponding issues as swiftly as possible.

3 PAYMENT

- 3.1 Save where the Customer is obliged to pay the Purchase Price in accordance with Clause 2.2, the Customer agrees to make payments (“the Payments”) to the Supplier as set out in Annex 1 in respect of the Deliverables and in accordance with the payment terms and conditions in Annex 2 (“Payment Terms”).

4 OTHER

- 4.1 This Payment Agreement including its Annexes shall form the entire agreement in relation to the Payments.



- 4.2 If any term or provision of this Payment Agreement shall to any extent be held to be invalid or unenforceable the remainder of this Payment Agreement shall remain valid and shall be enforceable to the extent permitted by law.
- 4.3 This Payment Agreement shall be governed by and construed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of
DEPARTMENT FOR WORK AND PENSIONS

Signed for and on behalf of
COMPUTACENTER (UK) LIMITED

By **REDACTED**
Authorised Signatory

By **REDACTED**
Authorised Signatory

NAME **REDACTED**
TITLE ..Associate Commercial Specialist.....

NAME **REDACTED**
TITLE ..Legal Advisor.....

DATE ..28th July 2020.....

DATE ..28th July 2020.....



ANNEX 1 – PAYMENT SCHEDULE

1. DELIVERABLES

Nutanix Software Support Renewal

2. PAYMENTS

REDACTED	REDACTED	REDACTED

3. INVOICING DETAILS

Customer Invoicing Address:

NEWPORT SSCL
DEPARTMENT FOR WORK & PENSIONS
PO Box 406
NEWPORT
NP10 8FZ
APinvoices-DWP-U@gov.sscl.com

Customer Order Reference:

Purchase Order number as provided by Customer

5. PURCHASE PRICE

Deliverables	Purchase Price (shown excl VAT)
As per section 1 above	£2,282,493.00



ADDENDUM TO ANNEX 1

CERTIFICATE OF ACCEPTANCE

This certificate of acceptance is provided by **DEPARTMENT FOR WORK AND PENSIONS** ("Customer") to Computacenter (UK) Limited ("Supplier") with reference to the Deliverables provided by the Supplier to the Customer as set out in the Payment Agreement referenced DWPUPA001 between the Customer and the Supplier ("Payment Agreement").

The Customer certifies that the Deliverables have been provided by the Supplier in a satisfactory manner and correspondingly the Customer irrevocably agrees to make the payments for these items in accordance with the terms and conditions of the Payment Agreement.

Signed for and on behalf of

DEPARTMENT FOR WORK AND PENSIONS

By **REDACTED**
Authorised Signatory

NAME **REDACTED**

TITLE

DATE



ANNEX 2 – PAYMENT TERMS

1 PAYMENT

- 1.1 Following receipt of a valid invoice from the Supplier received no later than the relevant Invoice Date set out in Annex 1, the Customer shall pay the Supplier the Payments, together with any VAT or other applicable taxes, on the respective Due Dates set out in Annex 1 in full in cleared funds, without set off, counterclaim or deduction of any kind, irrespective of the performance or loss or availability of the Deliverables.
- 1.2 Time is of the essence in relation to all payments due under this Payment Agreement.
- 1.3 If any Payment or other sum due under this Payment Agreement is not paid on or before the Due Date, interest shall be payable on the overdue sum from the Due Date until the date of payment at the rate of 2% per annum over Barclays Bank Base Rate.

2 DEFAULT

- 2.1 Each of the following shall constitute an event of default by the Customer (“Event of Default”):
 - a) Failure by the Customer to make any Payment within 14 days of receiving notice in writing from the Supplier that it is past due;
 - b) Failure by the Customer to remedy any breach by them of any of the terms and conditions within this Payment Agreement within 10 days after notice in writing from the Supplier requiring such breach to be remedied;
 - c) The Customer becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a scheme of solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect;
 - d) The Customer enters into administration, is the subject of an administration order or proposes to or enters into any voluntary arrangement with its creditors;
 - e) The Customer is deemed for the purposes of any applicable law to be unable to pay its debts as they become due;
 - f) Material change of the ownership or control of the Customer (to that existing at the date hereof) without the prior written consent of the Supplier;
 - g) the Customer is (or is likely to be) dissolved, deconstituted, reconstituted, abolished or replaced by any statutory or other successor;
 - h) Occurrence of any of the events specified in paragraphs a) to g) above in relation to any guarantor, subsidiary, associate or parent company of the Customer.

If an Event of Default has occurred, the Customer acknowledges and agrees that the Supplier is entitled to declare immediately due and payable all unpaid Payments together with all future Payments that would be payable for the duration of the Payment Agreement and assuming no Event of Default had occurred (discounted at two per cent (2%) per annum from the Due Date thereof to the date of payment).

3 ASSIGNMENT

- 3.1 The Supplier may assign or otherwise transfer in whole or part all of its rights, title and interest in the Payments and rights under this Payment Agreement to either: (i) De Lage Landen Leasing Limited of Building 7, Croxley Park, Hatters Lane, Watford, Herts WD18 8YN; or (ii) subject to the prior written approval of Customer, not to be unreasonably withheld, another third party (the “Assignee”). Such Assignee may itself subsequently assign its rights, title and interest in the Payments and rights under this Payment Agreement to another third party, subject to the prior written approval of Customer, not to be unreasonably withheld (such third party assignee becoming the “Assignee”). The Customer agrees to acknowledge receipt of any written notice from the Supplier of such assignment as soon as



reasonably practicable, and represents to the Supplier that no further approval or authorisation is required for such acknowledgement or assignment. The Customer agrees not to assert against any such Assignee any setoff, defence or counterclaim that the Customer may have against the Supplier or such Assignee.

- 3.2 The Customer acknowledges that its sole remedy under this Payment Agreement for any matter concerning the performance of the Deliverables shall be against the Supplier and not against any Assignee, and that it has an absolute obligation to pay all sums due under this Payment Agreement irrespective of the performance of the Deliverables.
- 3.3 The Customer may not assign or transfer any or all of its rights and/or obligations under this Payment Agreement without the Supplier's prior written consent.