

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

## Order Form

CALL-OFF REFERENCE:	<b>K280022790</b>
THE BUYER:	Driver and Vehicle Standards Agency
BUYER ADDRESS	Berkeley House, Croydon Street, Bristol BS5 0DA
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 13 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

- **Product ID:** V300101, XXXXXX redacted under FOIA section 43

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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 **K280022790**
    - 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: 31.01.2025**

**CALL-OFF EXPIRY DATE: 28.02.2026**

**CALL-OFF INITIAL PERIOD: 13 Months**

**CALL-OFF DELIVERABLES**

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- **13-month EMCS plus software** (XXXXXX redacted under FOIA section 43)  
**) bundle**, as detailed in the Supplier's quotation/proposal document with title 'Esri UK Managed Cloud Services: DVSA Test Centres – Renewal 2025' ("Renewal Proposal") dated 08.01.2025, comprising:

- XXXXXX redacted under FOIA section 43
- Esri UK Managed Cloud Service
- XXXXXX redacted under FOIA section 43
- Professional Services
- XXXXXX redacted under FOIA section 43

COTS products: Esri Inc (defined below): 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 (for the Esri UK Managed Cloud Service): 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 £119,488.30.

**CALL-OFF CHARGES**

£119,488.30 (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

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**PAYMENT METHOD**

BACS, within 30 days from date of invoice

**BUYER'S INVOICE ADDRESS:**

[SSa.invoice@Ubusinessservices.co.uk](mailto:SSa.invoice@Ubusinessservices.co.uk)

**BUYER'S AUTHORISED REPRESENTATIVE**

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

**DVSA, The Ellipse, Padley Road, Swansea. SA1 8AN**

**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY**

Not applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

Esri UK, Millennium House, 65 Walton Street, Aylesbury, Bucks. HP21 7QG

**SUPPLIER'S CONTRACT MANAGER**

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

XXXXXX redacted under FOIA section 40

Esri UK, Millennium House, 65 Walton Street, Aylesbury, Bucks. HP21 7QG

**PROGRESS REPORT FREQUENCY**

Not applicable

**PROGRESS MEETING FREQUENCY**

Not applicable

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**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Individual unit pricing detailed in the Supplier's Renewal Proposal 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.

**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.

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**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

**Annex 2**

Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc") products: the 'Esri Inc License Agreement' available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

**Annex 3**

Supplier software as a service / Supplier online services (namely the Esri UK Managed Cloud Service): the 'Esri UK Managed Cloud and Online Service Terms' available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

**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:	XXXXXX redacted under FOIA section 40	Signature:	XXXXXX redacted under FOIA section 40
Name:	XXXXXX redacted under FOIA section 40	Name:	XXXXXX redacted under FOIA section 40
Role:	XXXXXX redacted under FOIA section 40	Role:	XXXXXX redacted under FOIA section 40
Date:		Date:	

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