

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)** Crown Copyright 2018

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

## Order Form

CALL-OFF REFERENCE: CVID705576 REDACTED SLACK Licences

THE BUYER: DWP

BUYER ADDRESS **REDACTED**

THE SUPPLIER: **SoftwareOne UK Ltd**

SUPPLIER ADDRESS: 1 Parkshot, Richmond, Surrey, TW9 2RD

REGISTRATION NUMBER: 06629601

DUNS NUMBER: 211283673

SID4GOV ID: **N/A**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> April 2020.

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):

- 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 and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)

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- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information) - Unused
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

• Call-Off Schedules for **CVID705576**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 8 (Business Continuity & Disaster Recovery Part B)
- Call-Off Schedule 9 (Security) Part C
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.6)

4. 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 Terms are incorporated into this Call-Off Contract:

[None]

CALL-OFF START DATE: 1<sup>st</sup> April 2020

CALL-OFF EXPIRY DATE: 31<sup>st</sup> March 2021

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION **N/A**  
PERIOD

CALL-OFF DELIVERABLES  
REDACTED Slack Licences and Business Day Support

LOCATION FOR DELIVERY  
**REDACTED**

DATES FOR DELIVERY OF THE DELIVERABLES  
1<sup>st</sup> April 2020

TESTING OF DELIVERABLES  
None

WARRANTY PERIOD

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The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be Minimum is 90 days. Supplier to confirm the warranty period.

**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 **£200,368**

**CALL-OFF CHARGES**

£200,368 incl VAT

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**

All invoices must include the purchase order number to be provided by the Authority, Call-Off Reference, description and value.

The invoice format will mirror the necessary information in clause 4 of the Core Terms. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of the Core Terms.

The Supplier will post paper invoices to the Buyer SSCL address and send PDF version of the invoices to the SSCL email address below.

**BUYER'S INVOICE ADDRESS:**

REDACTED

[Email:](#) REDACTED

**BUYER'S AUTHORISED REPRESENTATIVE**

REDACTED

Framework Ref: RM6068  
Project Version: v0.1  
Model Version: v3.2

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SUPPLIER'S AUTHORISED REPRESENTATIVE  
REDACTED  
Business Unit Director  
REDACTED

SUPPLIER'S CONTRACT MANAGER  
REDACTED  
Business Development Manager  
REDACTED  
REDACTED

PROGRESS REPORT FREQUENCY  
Not applicable.

PROGRESS MEETING FREQUENCY  
Not applicable.

KEY STAFF  
See contacts above.

KEY SUBCONTRACTOR(S)  
Not applicable.

COMMERCIALLY SENSITIVE INFORMATION  
Not applicable.

SERVICE CREDITS  
Not applicable

ADDITIONAL INSURANCES  
Not applicable

GUARANTEE  
Not applicable

SOCIAL VALUE COMMITMENT  
Not applicable

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**For and on behalf of the Supplier: For and on behalf of the Buyer:**

Signature: REDACTED

Signature: REDACTED

Name: REDACTED

REDACTED

Bid and Contract Manager  
Role:

Business Unit Director  
Role:

Commercial Manager

Date:  
27/3/2020 | 09:39 GMT

27/3/2020 | 09:42 GMT

Date: 27/3/2020 | 10:48 GMT

## **Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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## **Call-Off Schedule 1 (Transparency Reports)**

The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)) such as information to be available upon reasonable request and subject to the data being held.

The Data, formatting and frequency of performance reporting to be agreed directly between the Buyer and Slack, with SoftwareOne supporting, where reasonably required.

- 1.1 The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

**Call-Off Schedule 1 (Transparency Reports)**

Call-Off Ref:

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**Annex A: List of Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Call-Off Contract Charges	Orders received by the Customer, and subsequent SoftwareONE invoices.  To include: Product Date of order/invoice Unit and Total Price	Excel spreadsheet	Quarterly

**Call-Off Schedule 5 (Pricing Details)**

Call-Off Ref:  
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**Call-Off Schedule 5 (Pricing Details)**

The total cost of this agreement is **£166,973.68 (ex VAT)**.

Quotation provided by:

REDACTED

Customer: DWP  
 Date: 27/02/2020  
 Quote Reference: LA270205

Part No.	Description	Comments	Quantity	Unit Cost	Total
	Slack Plus Plan Service: 12months	3/30/2020 - 3/29/2021	REDACTED	REDACTED	166,973.68
	If this Order Form is executed after the Order Form Start Date listed above, Slack may adjust the Order Form Start Date and Order Form End Date, without increasing the total price or altering the term length, based on the date Slack provisions the Services to Customer.				
	Slack will invoice the current number of active users at the time of provisioning if it exceeds the number listed above.				
<b>Total excluding VAT</b>					<b>£ 166,973.68</b>
<b>VAT at 20%</b>					<b>£ 33,394.74</b>
<b>Total including VAT</b>					<b>£ 200,368.42</b>

- Orders below the value of £100 will incur an additional £5.00 fulfilment charge.
- Prices valid for the duration of the month in which the quote is sent.
- A formal PO or details on company headed paper is required for hardware orders over £2,000 and software orders over £5,000.
- E&OE.
- All quotes are subject to immediate change in line with major exchange rate and pricing fluctuations.
- A formal PO or details on company headed paper is required for all services orders, hardware orders over £2,000 and software orders over £5,000.
- If I can help in any way regarding this quote, please do not hesitate to contact me to discuss.

*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.*

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

Call-Off Ref:

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## **Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

### **Part B: Short Form Business Continuity & Disaster Recovery**

1. The Supplier's business continuity and disaster recovery plan is appended at Annex 1 hereto.
2. The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

#### **Annex 1**

REDACTED

**Call-Off Schedule 8 (Business Continuity and Disaster Recovery)**

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**Call-Off Schedule 9 (Security)**

Call-Off Ref:

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## **Call-Off Schedule 9 (Security)**

### **Part C: Commodity Service Security Requirements**

Definitions - In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Security Management Plan” means the Supplier’s security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:
  - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
  - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - the National Cyber Security Centre’s (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
  - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
  - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s Approval of) a Security Management Plan. After Buyer Approval the Security Management Plan will apply during the Term of this Call-Off Contract. The plan will protect all aspects and processes associated with the delivery of the Services.

**Call-Off Schedule 9 (Security)**

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3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
5. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

Call-Off Ref:

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

### **6. Definitions**

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**"Project Manager"** the manager appointed in accordance with paragraph 2.1 of this Schedule;

### **2. Project Management**

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

### **1. Role of the Supplier Contract Manager**

3.1 The Supplier's Contract Manager's shall be:

3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;

3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;

3.1.3 able to cancel any delegation and recommence the position himself; and

3.1.4 replaced only after the Buyer has received notification of the proposed change.

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager's in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

3.3 Receipt of communication from the Supplier's Contract Manager's by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

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

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**4. Contract Risk Management**

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
  - 4.2.1 the identification and management of risks;
  - 4.2.2 the identification and management of issues; and
  - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to the Call-Off Contract which the Buyer's and the Supplier have identified.

Call-Off Schedule 20 (Call-Off Specification)  
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## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Software Licensing as follows:

Slack Plus	License & Support	REDACTED	Authorised User	Vendors Standard Support
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