

## ORDER FORM AND CALL-OFF TERMS

### Part 1 - Order Form

This Order Form is issued subject to the provisions of the framework agreement entered into between the Authority and the Supplier on 18 April 2012 ("**Framework Agreement**"). The Supplier agrees to supply the goods and/or services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the schedules thereto.

<b>Date</b>	<b>1<sup>st</sup> April 2015</b>	<b>Order Number</b>	<b>REDACTED</b> To be quoted on all correspondence relating to this Order
-------------	----------------------------------	---------------------	--

#### FROM

Customer	HM Treasury	<b>"Customer"</b>
Customer's Address	3rd Floor/Yellow Zone, 1 Horse Guards Road, London, SW1A 2HQ	
Invoice Address	As above	
Contact Ref:	<b>Name:</b> REDACTED <b>Address:</b> 3rd Floor/Yellow Zone, 1 Horse Guards Road, London, SW1A 2HQ <b>Phone:</b> REDACTED <b>e-mail:</b> REDACTED	

#### TO

Supplier	Iron Mountain (UK) Limited	<b>"Supplier"</b>
Supplier's Address	Third Floor Cottons Centre, Tooley Street, London SE1 2TT	
Account Manager	<b>Name:</b> REDACTED <b>Address:</b> Third Floor Cottons Centre, Tooley Street, London SE1 2TT <b>Phone:</b> REDACTED <b>e-mail:</b> REDACTED	

#### 1. TERM

##### (1.1) Commencement Date

1<sup>st</sup> April 2015

##### (1.2) Expiry Date

This Contract is for an initial term of two (2) years, with the option to extend for up to a further five years (5) years in annual or bi-annual increments, unless terminated earlier pursuant to this Contract.

Therefore the expiry date of the initial term shall be 31<sup>st</sup> March 2017, or if extended as described above then the expiry date shall be 31<sup>st</sup> March 2022 at the latest.

Subject to earlier termination of the Contract in accordance with clause 26, the Contract shall expire on the Expiry Date provided.

## 2. GOODS AND SERVICES REQUIREMENTS

### (2.1) Services and Deliverables required

Enter x against the relevant service/deliverables required.

✓	Document Storage and Related Services
	Optional Services – provide details below

Details of any other Optional Services required by the Customer:

N/A

**Services** - Document Storage and Related Services as set out in Schedule A.

**Deliverables** –Management Information

### (2.2) Lots under which the above Goods and Services are being supplied:

Lot1

### (2.3) Title to Goods

Not Applicable

### (2.4) Performance/Delivery Location/Premises

H M TREASURY POSTROOM  
ROOM G/40  
1 HORSE GUARDS ROAD  
LONDON  
SW1A 2HQ

H M TREASURY  
ROSEBERY COURT  
ST ANDREW'S BUSINESS PARK  
NORWICH  
NR7 0HS

U.K. DEBT MANAGEMENT OFFICE  
EASTCHEAP COURT  
11 PHILPOT LANE  
LONDON  
EC3M 8UD

GOVERNMENT ACTUARY DEPARTMENT

FINLAISON HOUSE  
15-17 FURNIVAL STREET  
LONDON  
EC4A 1AB

**(2.5) Standards**

**Quality Standards**

As defined in clause 5.3 of the Call-Off Terms

**Technical Standards**

Not Applicable

**(2.6) Guarantee Period**

Where Goods only are supplied by the Supplier the Guarantee Period shall be the period from and including the date of Delivery of the Goods to the date twelve (12) Months thereafter.

**(2.7) Security Requirements (including details of the outline security management plan and policy)**

Set out in schedule 2 to the Call-Off Terms

**(2.8) Disaster Recovery and Business Continuity**

Set out in schedule 5 to the Call-Off Terms

**(2.9) Disaster**

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable for a period of 24 hours or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.

## **(2.10) Staff Vetting Procedures**

### New Entry/New Employee Vetting (BAU)

The Supplier will carry out the following pre-employment checks:

- REDACTED
- REDACTED
- REDACTED
- REDACTED

Within 30 days of commencement of employment the Supplier will also carry out the following:

- REDACTED
- REDACTED

### Re-Vetting – Existing Employees

This is done on the 5 year anniversary date of employment.

ID and proof of address documents are checked to ensure continuing right to work.

## **3. SUPPLIER SOLUTION**

### **(3.1) Supplier Solution**

Not Applicable

### **(3.2) Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables**

Not Applicable

### **(3.3) TUPE: Transfer of Employees**

Part C – No TUPE

### **(3.4) Sub-contractors to be involved in the provision of the Goods, Services and Deliverables**

- REDACTED
- REDACTED
- REDACTED
- REDACTED

### **(3.5) Security Management Plan**

Set out in schedule 2 to the Call-Off Terms

### **(3.6) Relevant Convictions**

Not Used – the Supplier vets employees for such convictions in accordance with the Staff Vetting Procedures referred to in paragraph 2.10 above.

### **(3.7) Training**

Basic training and guidance on how to use the Supplier's systems and follow the Supplier's processes will be provided on an ad hoc basis (as required). Helpdesk support will also be available.

### **(3.8) Supplier's inspection of the Premises and Infrastructure**

Not Applicable

## **4. SOFTWARE**

Bronze

			Applicable Terms				
Software	Supplier	Purpose	Gold Licence Terms	Silver Licence Terms	Bronze Licence Terms	COTS Licence Terms	Assigned Software Terms
Accutrac	Iron Mountain	Ordering and file-tracking.			✓		

## **5. PERFORMANCE OF THE GOODS, SERVICES AND DELIVERABLES**

### **(5.1) Implementation Plan and Milestones (including dates for completion)**

As this is an existing customer of the Supplier, no Implementation Plan is required.

### **(5.2) Testing**

Not Applicable

### **(5.3) Service Levels and Service Credits**

#### **Service Levels:**

Set out in schedule 6 to the Call-Off Terms

#### **Service Credits:**

Set out in schedule 6 to the Call-Off Terms

### **(5.4) Critical Service Failure**

Not Applicable

### **(5.5) Monitoring**

Management Information to be provided within 30 days of the end of each month in accordance with clause 8.2 of the Call-Off Terms.

#### **(5.6) Continuous Improvement, Value for Money and Benchmarking**

- (i) The Customer shall regularly benchmark the Contract Charges and performance of the Goods and Services, against other suppliers providing goods and services substantially the same as the Goods and Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services and delivery of the Goods with charges and service offered by third parties so as to provide the Customer with information for comparison purposes.
- (ii) The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph (i) above.
- (iii) The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Goods and Services to the Authority and other Contracting Bodies.
- (iv) The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 5.6, such information requirements to be at the discretion of the Customer.

### **6. CUSTOMER RESPONSIBILITIES**

#### **(6.1) Customer's Responsibilities**

REDACTED

#### **(6.2) Customer's equipment**

Not Used – as this is not relevant to the Services

### **7. CHARGES AND PAYMENT**

#### **(7.1) Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

Set out in schedule A

Customer Accounts (s) ET404

Paid - Storage and Services, Monthly in arrears

#### **(7.2) Invoicing and Payment**

The Supplier shall issue invoices monthly. The Customer shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this paragraph 7.2, the payment profile set out in paragraph 7.1 above and the provisions of the Contract.

## 8. LIABILITY

Subject to the provisions of Clause 25 of the Call-Off Contract:

REDACTED

## 9. INSURANCE

### (9.1) Minimum Insurance Period

6 (six) years following the expiration or earlier termination of the Contract.

**(9.2)** To comply with its obligations under clause 25.2 of the Call-Off Terms and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- (i) **professional indemnity insurance** is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and Services has a minimum limit of indemnity of two million pounds sterling for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- (ii) **public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of five million pounds sterling for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) **employers' liability insurance** with a minimum limit of indemnity of such amount as may reasonably be required by Law from time to time.

## 10. TERMINATION

### (10.1) Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in clause 26.4.3 of the Call-Off Terms.

### (10.2) Termination Without Cause

At least 3 Months in accordance with clause 26.5 of the Call-Off Terms.

## 11. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Not Applicable

## 12. AUDIT AND ACCESS

12 months after the expiry of the Contract Period or following termination of the Contract

## 13. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

**(13.1)** Supplemental requirements in addition to Call-off Terms

Not Applicable

**(13.2)** Variations to the Call-off Terms:

**REDACTED**

**(13.3)** Alternative and/or Additional clauses (as set out in schedule 9 to the Call-Off Terms)

Not Applicable

#### **14. FORMATION OF CONTRACT**

**(14.1)** The Customer shall enter into a Contract by sending this Order Form to the Supplier for the provision of the Goods and Services referred to in the Order Form.

**(14.2)** The Supplier shall enter into the Contract by returning a signed copy of the Order Form to the Customer.

**(14.3)** The Contract shall be formed when the Customer acknowledges receipt of the signed copy of the Order Form.



**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

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

Name and Title	REDACTED
Signature	REDACTED
Date	18 <sup>th</sup> February 2015

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	18 <sup>th</sup> February 2015

**Schedule A**

See attached comprising:

- **REDACTED** Contract Call-Off Standard Pricing List