

Order Form

CALL-OFF REFERENCE: CCZN21A92
THE BUYER: Ministry of Defence - Defence Digital
BUYER ADDRESS **REDACTED TEXT**

THE SUPPLIER: Centerprise International
SUPPLIER ADDRESS: **REDACTED TEXT**
REGISTRATION NUMBER: **REDACTED TEXT**
DUNS NUMBER: **REDACTED TEXT**
SID4GOV ID: **REDACTED TEXT**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 17 December 2021.

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 4 Information Assured Products & 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 **CCZN21A92**
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 7 (Financial Difficulties)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - o Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **CCZN21A92**
 - o Call-Off Schedule 1 (Transparency Reports)

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 – (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery (Part B)
- Call-Off Schedule 9 – Security (Part C)
- Call-Off Schedule 10 – Exit management (Part B)
- Call-Off Schedule 15 – Call-off Contract Management
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 – Specification

- DEFFORM 129J – The Use of the Electronic Business Delivery Form (Edition 09/17)
- DEFFORM 532 – Personal Data Particulars (Edition 10/19)
- DEFCON 520 – Corrupt Gifts and Payments of Commission (Edition 08/21)
- DEFCON 531 – Disclosure of Information (Edition 09/21)
- DEFCON 658 – Cyber (Edition 09/21)
- DEFCON 659A – Security Measures (Edition 09/21)
- DEFCON 694 – Accounting for Property of the Authority (Edition 07/21)
- CCS Core Terms (version 3.0.6)
- Joint Schedule 5 (Corporate Social Responsibility) RM6068
- Annexes A to E Call-Off Schedule 6 (ICT Services)

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:

1. In addition to the 'MoD Terms' listed at Call-Off Schedule 17 of the Call-Off Incorporated Terms above, the Supplier acknowledges and accepts that the following project specific DEFCONS (Defence Conditions) and supplementary requirements apply to this agreement:

- DEFCON 609 (Edition 07/21) – Contractor's Records
- DEFCON 627 (Edition 12/10) – Requirement for a Certificate of Conformity

2. As well as the following:

- No specific Quality Management System requirements are defined. This does relieve the Supplier of providing conforming products under this Contract. A CoC (Certificate of Conformity) shall be provided in accordance with DEFCON

627 (Edition 12/10) – Requirement for a Certificate of Conformity. This DEFCON needs to be accompanied by DEFCON 609 (Edn 08/18) – Contractor's Records.

- No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions.
- Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.
- A completed GDPR Supplier Assurance Questionnaire (SAQ) for a contract with a Low Cyber Risk Profile – Reference REDACTED should be completed, see Buyer's Security Policy detailed below

CALL-OFF START DATE:	22/12/2021
CALL-OFF EXPIRY DATE:	21/12/2022
CALL-OFF INITIAL PERIOD:	12 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	None

CALL-OFF DELIVERABLES

Refer to Call-Off Schedule 20 (Specification).

LOCATION FOR DELIVERY

REDACTED TEXT

DATES FOR DELIVERY OF THE DELIVERABLES

The requirement is to be delivered within twelve (12) months of contract award.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

Manufacturers standard warranty applies

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Each parties total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of

REDACTED TEXT

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £4,450,465.73

CALL-OFF CHARGES

refer to Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

REDACTED TEXT

BUYER'S INVOICE ADDRESS:

REDACTED TEXT

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

BUYER'S ENVIRONMENTAL POLICY

REDACTED TEXT

BUYER'S SECURITY POLICY

REDACTED TEXT

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT

PROGRESS REPORT FREQUENCY

Weekly updates once orders are placed until complete

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

REDACTED TEXT

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier pricing and methodology of delivery

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

As per Joint Schedule 3

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:

Signature: **REDACTED TEXT**

Name: **REDACTED TEXT**

Role: **REDACTED TEXT**

Date: 22nd December 2021

For and on behalf of Buyer:

Signature:

Name:

Role:

Date: