

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

### Part A

#### Order Form Template

CALL-OFF REFERENCE:	<b>C15747</b>
THE BUYER:	<b>Department of Environment, Food and Rural Affairs (DEFRA)</b>
BUYER ADDRESS	<b>Defra, Nobel House, 17 Smith Square, London, SW1P 3JR.</b>
THE SUPPLIER:	<b>Hitachi Solutions Europe Ltd</b>
SUPPLIER ADDRESS:	<b>23rd Floor, Heron Tower, 110 Bishopsgate, London</b>
REGISTRATION NUMBER:	<b>04924233</b>
DUNS NUMBER:	<b>736646378</b>
SID4GOV ID:	<b>Unknown</b>

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **09/05/2023**.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

#### CALL-OFF LOT(S):

Lot 1a Resource Planning & Management Solutions including Financial & Commercial

## 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) RM3821
3. The following Schedules in equal order of precedence:
  - Joint Schedules for framework reference number RM3821
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM3821
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - 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)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 11 (Installation Works)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)

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

- Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3. 0.3)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
- 6. Call-Off Schedule 21 (Supplier-Furnished Terms)
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

**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:

**Special Term 1:** Joint Schedule 5 – In addition to the requirements set out under section 3 (Modern Slavery), supplier shall complete the modern slavery risk assessment tool 3 months after contract award and annually thereafter – <https://supplierregistration.cabinetoffice.gov.uk/msat>

**Special Term 2:** Joint Schedule 5 – In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT strategy, this can be found online at: [Sustainable Technology Strategy](#)

**Special Term 3:** Joint Schedule 5 - In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT Policy (See attachment) including deliver net zero for the services delivered to Defra through this service by 2025.

CALL-OFF START DATE: **05/06/2023**

CALL-OFF EXPIRY DATE: **04/06/2026**

CALL-OFF INITIAL PERIOD: **3 Years or 36 Months**

### CALL-OFF DELIVERABLES

**Option B: See details in Call-Off Schedule 20 (Call-Off Specification)**

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

### 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 [REDACTED] Estimated Charges in the first 12 months of the Contract.

### CALL-OFF CHARGES

**Option B: See details in Call-Off Schedule 5 (Pricing Details)**

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

Any further recoverable T&S, as stated in the Framework Contract need to be agreed prior to any undertaking and aligned to the Defra Policy.

### PAYMENT METHOD

Method for Call Off Contract payments shall be via BACS.

The breakdown of the charges for annual licences with any services required, shall be as per Pricing Schedule in Call Off Schedule 5 and payment schedule.

All invoices must include a valid Purchase Order number, Organisation's Company Registration number: Invoice Value and whether it is inclusive or of exclusive of VAT. The Supplier will issue electronic/paper invoices, as per agreed payment profile. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

### BUYER'S INVOICE ADDRESS:

Department of Environment, Food and Rural Affairs (DEFRA), Nobel House 17  
Smith Square London SW1P 3JR.

### BUYER'S AUTHORISED REPRESENTATIVE

On behalf of Defra, Nobel House 17 Smith Square London SW1P 3JR

**Defra Group Commercial**

[REDACTED]

[REDACTED]

**Operational Contact:**

[REDACTED]  
[REDACTED]  
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[Defra Group sustainable ICT strategy](#)



Sustainable ICT  
Policy.pdf

BUYER'S SECURITY POLICY

**Defra Group Security Policy**

Appended at Call-Off Schedule 9



PLIS002 Defra  
Group Security Polic

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]

110 Bishopsgate,  
23rd Floor,  
London, EC2N 4AY

SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]

110 Bishopsgate,  
23rd Floor  
London EC2N 4AY

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

### PROGRESS REPORT FREQUENCY

Call-Off Schedule 15 (Call-Off Contract Management), Annex: Contract Boards

### PROGRESS MEETING FREQUENCY

Monthly Service Meetings to be arranged and agreed by Nick Poole in advance with all parties, as per schedule 15.

### KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

110 Bishopsgate

23rd Floor

London EC2N 4AY

### KEY SUBCONTRACTOR(S)

**Not Applicable**

### COMMERCIALLY SENSITIVE INFORMATION

**Supplier's Commercially Sensitive Information relating to their technical processes, Insurances and Employees.**

### SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap mechanism is set out as per the above schedule

The Service Period is one Month.

### GUARANTEE

**Not applicable**

### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

### MINIMUM PERIOD OF NOTICE FOR NO\_FAULT TERMINATION

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

30 Calendar Days minimum period of notice

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

**Supplier Signature:**


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

**Buyer Signature:**


## Part B

### Call-Off Schedules

Call-Off Schedules listed in the Framework Award Form. These are either:

- mandatory
  - optional: where highlighted in square brackets in the Call-Off Incorporated Terms in Part A of this Schedule may be selected or removed from the Call-Off Contract
- 
- Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call-Off Tender)
  - 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)
  - Call-Off Schedule 9 (Security)



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

- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (DAS)
- Call-Off Schedule 22 (Supplier-Furnished Terms)
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)