

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

Part A

Order Form Template

CALL-OFF REFERENCE: ecm_64252

THE BUYER: **Department of Environment, Food and Rural Affairs (DEFRA)**

BUYER ADDRESS Nobel House
17 Smith Square
London
SW1P 3JR

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

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01.04.2022. 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 2b

Multi-agency Enterprise Agreement: 3 year

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this Call-Off Contract:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 21 (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 START DATE: **01.04.2022**

CALL-OFF EXPIRY DATE: **31.03.2025**

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF SPECIAL TERMS

N/A

CALL-OFF DELIVERABLES

1. Third Party COTS Software products: software products proprietary to Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc"), as set out in Amendment No. 14 ("Amendment No. 14") to the Enterprise License Agreement ("ELA").
2. Supplier COTS Software products (10 UK Data Loader Licenses) and SaaS (Maps+): as set out and identified as 'Distributor Items' in Amendment No. 14.

3. Up to 75 professional services man days per year as included in Amendment No. 14. Such services may be used for any purpose normally performed by Supplier's Professional Services staff (excluding training). No new IPR will be created.
4. Up to £80,000 training credits per year as included in Amendment No. 14. Such credits can be used in relation to Supplier's standard training courses only, entitling Buyer to a non-exclusive, non-transferable, non-sublicensable licence to receive such training and associated training materials. These credits do not count towards the accumulation calculation for training services discount entitlement. These credits must be used within the term of this Call-Off Contract.
5. Quarterly refresh (data consultancy services) to the 'Environment Agency Custom Data Stack': data consultancy relating to the provision of a map cache and geodatabase: OS Outdoor Style.
6. Support and maintenance services for: 1. and 2. above; and support only (no maintenance) services for 2 concurrent licenses of Supplier's COTS Software product 'CrimeAnalyst', for the Environment Agency.

For any applicable data provision, including in relation to Maps+ and OS data, the applicable data shall continue to be governed by the applicable third party data licence terms. For the avoidance of doubt, these are: for Maps+ those terms referred to in Annex 3; for any OS data, the OS Public Sector Geospatial Agreement.

[REDACTED]

[REDACTED]

Total: £9,960,000.00 (exc. VAT)

[REDACTED]

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

PAYMENT METHOD

BACS, within 30 days from date of invoice.

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Defra group Security: Security Policy reference: PLIS002 v8.0

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

As above

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

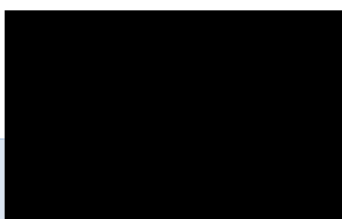

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in the Supplier's 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.

The Enterprise License Agreement, including Amendments thereto.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director	Role:	Director Category Management
Date:	28 th March 2022	Date:	28 th March 2022

Part B

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 21 (Supplier-Furnished Terms)
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)

The required information for the relevant Schedules to the Call Off Contract is set out below:

- Processing of Data: Annex 1 – a) Authorised Processing Template from the Joint Schedule 11 (Processing of Data), duly populated for this Call-Off Contract.
- Supplier-Furnished Terms: Call Off Schedule.

Joint Schedule 11 (Processing Data)

Annex 1 – a) Authorised Processing Template (populated for this Call-Off Contract)

Call-Off Contract:	RM 3821
Date:	As above
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Provision of the services and/or software as detailed in the Order Form.
Duration of the processing	For the term of the Call Off Contract.
Nature and purposes of the processing	The exchange and use of contact details in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter.
Type of Personal Data	The names of the parties' employees or contractors or representatives, their respective business email and business postal addresses, and business telephone numbers), and/or their IP addresses.

Categories of Data Subject	The parties' employees or contractors or representatives.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	At the choice of the Data Controller, the Data Processor shall delete or return to the Data Controller all of the Personal Data after the end of the provision of services relating to processing.

Supplier's sub-processors:

Buyer hereby grants Supplier written authorisation for Supplier to use sub-processors to provide the products, software or services (as applicable), including the following sub-processors:

- (i) Environmental Systems Research Institute, Inc. ("Esri Inc") (for the purpose of licensing and administering access, use and support of Esri Inc products);
- (ii) the hosting service providers which Supplier uses for its back office systems;
- (iii) the hosting service providers which Esri UK uses for its online services (where you subscribe to Esri UK's online services;
- (iv) the third party owner or licensor of any third party software and/or third party data (for the purpose of licensing and administering access, use and support of the third party software and/or third party data);
- (v) the providers and/or organisers of training venues which Supplier uses for the provision of external training (where Customer attends Esri UK external training), including Logitrain (UK) Ltd, Imparando City of London Learning Centre, Chartered ICES (Chartered Institution of Civil Engineering Surveyors), Edinburgh Training Centre Ltd, Garsdale Design Ltd.

Where the Supplier is the Controller of Personal Data and provides Personal Data to the Buyer, the Buyer shall comply with the Data Protection Legislation.

Call-Off Schedule 21 (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 9.2.3 are detailed in Annex 1.

Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2

Part 1C Software as a Service (SaaS) Terms

Terms for provision of a Software as a Service solution are detailed in Annex 3.

Part 1D Software Support and/or Maintenance Terms

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

Annex 1

N/A

Annex 2

Esri Inc software products: the third party products (products proprietary to Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc") shall be solely end exclusively governed by the terms of the ELA as amended by Amendment No. 14.

Supplier software products: the Supplier's products shall be solely end exclusively governed by the terms of the 'Esri UK Software Licence Agreement' as referred to in Amendment No. 14.

Annex 3

Supplier software as a service / Supplier online services: the 'Esri UK Managed Cloud and Online Service Terms' as referred to in Amendment No. 14.

Annex 4

Support and maintenance: the 'Esri UK Standard Support Policy' as referred to in Amendment No. 14.