

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

### Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/24/1830
THE BUYER:	NHS England on behalf of NHS Arden and Greater East Midlands CSU
BUYER ADDRESS	Cardinal Square, 10 Nottingham Road, Derby DE1 3QT
THE SUPPLIER:	Crayon Limited
SUPPLIER ADDRESS:	Crayon Limited, Crayon House, Mercury Park, Wooburn Green, Buckinghamshire, HP10 0HH
REGISTRATION NUMBER:	4055519
DUNS NUMBER:	220535020
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30/09/2024. It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products and Associated Services.

### CALL-OFF LOT(S):

Lot 3 Software

### 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) RM6098 3 The following Schedules in equal order of precedence:
  - Joint Schedules for RM6098
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for AGEMCSU/TRANS/24/1830

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

## Schedule 7 (Key Supplier Staff)

- CCS Core Terms (version 3.0.6)
- 4 Joint Schedule 5 (Corporate Social Responsibility) RM6098
  - 5 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

CALL-OFF START DATE: 31<sup>st</sup> October 2024

CALL-OFF EXPIRY DATE: 30<sup>th</sup> October 2025

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL EXTENSION: N/A  
PERIOD

## CALL-OFF DELIVERABLES

Option A:

12-Month Renewal of Payara Software Support Licences for 112 Cores

Renewal term for this requirement is:  
31<sup>st</sup> October 2024 to 30<sup>th</sup> October 2025

## LOCATION FOR DELIVERY

Not applicable as licenses only.

## DATES FOR DELIVERY OF THE DELIVERABLES

To be called-off as and when required within a 3-month period.

## TESTING OF DELIVERABLES

None

## WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 months.

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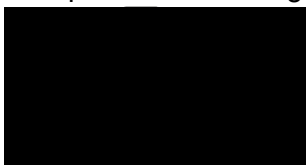
### MAXIMUM LIABILITY

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 approximately £85,260.00 excluding VAT.

### CALL-OFF CHARGES

Option A: the Charges for the Deliverables



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

Invoices will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

### BUYER'S INVOICE ADDRESS:

NHS Arden and GEM CSU  
0DE PAYABLES M405  
PO BOX 312  
Leeds  
LS11 1HP

Invoices: [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net)

### BUYER'S AUTHORISED REPRESENTATIVE



### BUYER'S ENVIRONMENTAL POLICY

<https://www.ardengemcsu.nhs.uk/>

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**BUYER’S SECURITY POLICY**

<https://www.ardengemcsu.nhs.uk/>

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**SUPPLIER’S CONTRACT MANAGER**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**PROGRESS REPORT FREQUENCY**

Not Applicable

**PROGRESS MEETING FREQUENCY**

Not Applicable

**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

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**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier: Crayon Limited Signature:

Name: [Redacted]  
Role: [Redacted]  
Date: 3/10/2024

For and on behalf of Buyer: AGEM

Signature: [Redacted]  
Name: [Redacted]  
Role: [Redacted]  
Date: 9/10/2024