

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

Order Form

CALL-OFF REFERENCE: []

THE BUYER: **NHS Midlands and Lancashire Commissioning Support Unit**

BUYER ADDRESS Heron House, Midlands and Lancashire CSU
120 Grove Road, Stoke on Trent ST4 4LX

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

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15/01/2024

It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 3 - Housing, Environment and Planning Solutions

Product ID: V300036: NHS 1 Year Training Package

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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 Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms: None
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - 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); Option 3 applies, Supplier ownership of New IP with Buyer rights for the current contract only.
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
7. Call-Off Schedule 24 (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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:
None

CALL-OFF START DATE: **22.01.2024**

CALL-OFF EXPIRY DATE: **21.01.2025**

CALL-OFF INITIAL PERIOD: **1Year**

CALL-OFF DELIVERABLES

As detailed in the Supplier's quotation/proposal documents with reference/title 'QUO-64935-K6F5R0' and 'QUO-64934-K8K4H3' (together the "**Supplier's Quotation**"); in particular:

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Supplier COTS Training Courses: provision of training services in the provision of the identified courses; including any associated training documentation which may be provided for the purpose of Buyer personnel receiving the Training.

COTS Software: Esri Inc (defined below) or Supplier COTS Software: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

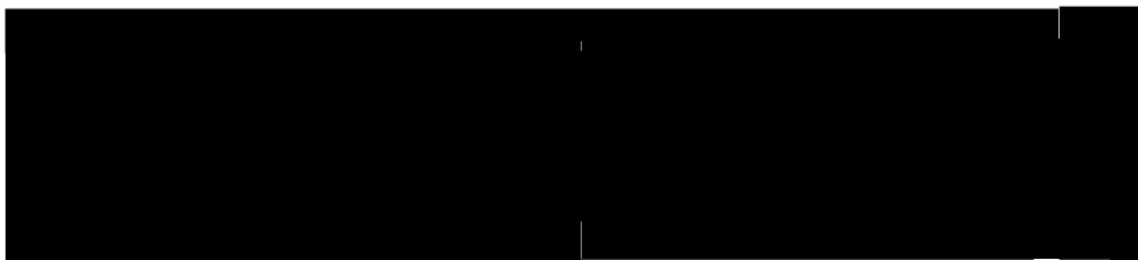
MAXIMUM LIABILITY

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 **£12,075.00**

CALL-OFF CHARGES

The relevant charges are as per the catalogue entry:



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:

NHS Midlands and Lancashire CSU,
OCX Payables M385, Phoenix House,
Topcliffe Lane,
Wakefield,
West Yorkshire, WF3 1WE

BUYER'S AUTHORISED REPRESENTATIVE

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[REDACTED]
Chief Analytics Officer
[REDACTED]

Jubilee House,
Lancashire Enterprise Business Park,
Leyland,
PR26 6TR.

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Head of Health & Social Care
[REDACTED]

Millennium House, 65 Walton Street, Aylesbury, Buckinghamshire HP21 7QG

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Head of Health & Social Care
[REDACTED]

Millennium House, 65 Walton Street, Aylesbury, Buckinghamshire HP21 7QG

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 Quotation 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.

SERVICE CREDITS

If applicable, see Call-Off Schedule 24

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ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

SCHEDULES TO THE CALL OFF CONTRACT

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

JOINT SCHEDULE 11 (PROCESSING DATA)**ANNEX 1 – A) AUTHORISED PROCESSING TEMPLATE**

(POPULATED FOR THIS CALL-OFF CONTRACT)

Call-Off Contract:	RM 6259
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.

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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;

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 24 (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 10.1.1 are detailed in Annex 1.

Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 10.1.2 are detailed in Annex 2

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Part 1C Software as a Service (SaaS) Terms

Terms for provision of a Software as a Service in accordance with Call-Off Schedule 6 Paragraph 10.2 are detailed in Annex 3.

Part 1D Software Support and/or Maintenance Terms

Terms for provision of Software Support and/or Maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 4.

Annex 1

N/A

Annex 2





Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc") software products: the 'Esri Inc License Agreement' available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

Annex 3

N/A

Annex 4

N/A

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Chief Analytics Officer
Date:	15/01/2024	Date:	15/01/2024

RM6259 Order Form MLCSU - Esri (1)

Final Audit Report

2024-01-15

Created:	2024-01-15
By:	[REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAASvezQhjEpp6tQibwfs977kxqq1-LzPAP

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