

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

Order Form

CALL-OFF REFERENCE: RM6259/DDSFTW089

THE BUYER: Strategic Command (UKStratCom) part of the
Ministry of Defence (MOD)

BUYER ADDRESS MOD Corsham,
Spur B2, Building 405,
Westwells Road,
Corsham,
Wiltshire,
SN13 9NR

THE SUPPLIER: Fivium Limited

SUPPLIER ADDRESS: 16 Great Queen Street,
London,
WC2B 5AH

REGISTRATION NUMBER: 05775733

DUNS NUMBER: 349803788

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18/11/2023**. It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 1 – Business Applications

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

Framework Ref: RM6259 Vertical Application Solutions
Project Version: v1.0
Model Version: v3.8

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) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

Joint Schedules for **RM6259/DDSFTW089**

- 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) [including Annex 5 – Optional Terms for Bronze Contracts]
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Call-Off Schedules for **RM6259/DDSFTW089**
- 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) - 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 (Call-Off Specification)

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:

Special Term 1

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Special Term 2

- In accordance with Call-Off Schedule 17 (MOD Terms), the Supplier acknowledges and accepts that the project specific DEFCONS (Defence Conditions) and supplementary requirements listed apply to this agreement.

Special Term 3

- [REDACTED]
- [REDACTED]

Special Term 4

- [REDACTED]

CALL-OFF START DATE: 19/11/2023

CALL-OFF EXPIRY DATE: 18/11/2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL PERIOD: Not Applicable

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

In accordance with Clause 11.2 of the Core Terms, the limitation of liability against this Call-Off Contract shall be set at [REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

- Monthly in arrears in accordance with the Electronic Payment Method using CP&F (Contracting, Purchasing and Finance).
- Payment can only be made following satisfactory delivery and acceptance of pre-agreed certified milestones and deliverables.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- Invoices should be submitted electronically through Exostar FAO [REDACTED]
[REDACTED] This is the portal that suppliers use to upload invoices to CP&F.
- Payment will be made thirty (30) days following receipt of a valid invoice.
- It should be noted that payment will only be sanctioned in accordance with the Statement of Requirements once the milestone deliverables have been accepted by an Authorised MOD Representative.

BUYER'S INVOICE ADDRESS:

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

Ground Floor Zone D,
MOD Main Building,
Whitehall,
London,
SW1A 2HB

BUYER'S AUTHORISED REPRESENTATIVE

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

MOD Corsham,
Spur B2, Building 405,
Westwells Road,
Corsham,
Wiltshire,
SN13 9NR

BUYER'S ENVIRONMENTAL POLICY

Appended at Joint Schedule 5 (Corporate Social Responsibility)

BUYER'S SECURITY POLICY

As per Special Term 3 and appended at Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

16 Great Queen Street,
London,
WC2B 5AH

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

16 Great Queen Street,
London,
WC2B 5AH

PROGRESS REPORT FREQUENCY

Quarterly in accordance with Call-Off Schedule 1 (Transparency Reports)

PROGRESS MEETING FREQUENCY

Quarterly in accordance with Call-Off Schedule 1 (Transparency Reports)

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

16 Great Queen Street,
London,
WC2B 5AH

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

[REDACTED]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	