

Crown Commercial Service

Call Off Order Form and Call Off Terms for Goods and Services (non ICT)

Attachment 4B Call Off Form and Call Off Terms

Managed Print and Digital Solutions RM 3785

COMBINED

Framework Print Services and Command & House Papers Call Off Order Form

UK Space Agency (UKSA)

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Managed Print and Digital Solutions dated 28th December 2016.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms, and is subject to change under [Call Off Schedule 12 \(Variation Form\)](#).

Order Number	The Customer will supply Purchase Order numbers to the Supplier to procure Goods & Services. The Supplier will include this number on the relevant invoice in line with Paragraph 7.2.1(a) of Call Off Schedule 3 (Goods & Services) Contract Reference CS20361
From ("CUSTOMER")	UK Space Agency (UKSA)
To ("SUPPLIER")	Allied Publicity Services (Manchester) Limited Chetham House Bird Hall Lane Cheadle Heath SK3 0ZP Contact: REDACTED

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1	Call Off Commencement Date (date of service go live): 24th December 2020 for Command and House Papers and for Framework Print Services
1.2	Expiry Date: End date of Initial Period: 23 rd December 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Annex 1 of Call Off Schedule 2 (Goods and/or Services)
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3. IMPLEMENTATION PLAN

3.1	Implementation Plan (Call Off Schedule 4 (Implementation Plan)): Not applied
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4. CONTRACT PERFORMANCE

4.1	Standards: Refer to Clause 11 (Standards and Quality) and the definition of Standards in Call Off Schedule 1 (Definitions)
4.2	Service Levels/Service Credits: In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

	<p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>Not applied</p> <p>Customer periodic reviews of Service Levels (Clause 13.7.1 of the Call Off Terms):</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p> <p>As Paragraph 1.2 in Annex 1 of Part B of Call Off Schedule 6, “within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.”</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 38.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel (Clause 26 of the Call Off Terms):</p> <p>Not applied</p>
5.2	<p>Relevant Convictions (Clause 27.2 of the Call Off Terms):</p> <p>Not applied</p>

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing), with the Charges for Framework Print Services being in Section A, and the Charges for Command & House Services being in Section B.</p> <p>Charges for other products and services will be as agreed between the Customer and Supplier.</p> <p>All Call Off Contract Charges detailed within Annex 1 of Call Off Schedule 3 are subject to increase by way of Indexation. Unless specified, all Call Off Contract Charges are exclusive of incidental costs, including but not limited to costs associated with artwork, project management, VAT,</p>
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	shipping and delivery and other costs referred to in Schedule 3 Clause 4, which will be paid for in addition.
6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in 6.4 Customer billing address, and in accordance with the provisions of this Call Off Contract.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Customer name in full: UK Space Agency (UKSA)</p> <p>Billing address: Polaris House, North Star Avenue, Swindon, SN2 1SZ</p> <p>VAT Registration No.: GB 888 825550</p> <p>Billing telephone no.: 01793 867004</p> <p>Billing email address: finance@uksbs.co.uk</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>One Call Off Contract Year from the Call Off Commencement Date.</p> <p>The exception to this is as stated in section 6.1 of this order form. In addition the Paper Rates, as per Framework Schedule 3 (Framework Prices and Charging Structure), may be adjusted where the Supplier is able to demonstrate fluctuations in the purchase price of pulp and paper in line with the RISI PPI Pulp and Paper Week (http://www.risiinfo.com/product/ppi-pulp-paper-week/) combined with the submission of invoice evidence.</p> <p>Charges for other products and services including delivery and postage will be as agreed between the Customer and Supplier</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>On 1st April and 1st October of each Call Off Contract Year during the Call off Contract Period the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.</p>

6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Permitted
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of REDACTED ex VAT
7.2	Suppliers limitation of Liability (Clause 36.2.1 of the Call Off Terms); In Clause 36.2.1 of the Call Off Terms
7.3	Insurance (Clause 37.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms)); In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms); In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit (Clause 42.1.1 of the Call Off Terms) In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management (Call Off Schedule 9 (Exit Management)): Not applied

9. SUPPLIER INFORMATION

9.1	Suppliers inspection of Sites, Customer Property and Customer Assets: Not required
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9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier considers the information in the following table to be fundamental to its commercial competitive advantage and that it would suffer serious commercial disadvantage from its public disclosure.</p> <table border="1" data-bbox="331 439 1453 1249"> <thead> <tr> <th data-bbox="336 439 1254 524">Item(s)</th> <th data-bbox="1254 439 1449 524">Duration of Confidentiality</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 524 1254 586">Pricing and charges information</td> <td data-bbox="1254 524 1449 586">Indefinite</td> </tr> <tr> <td data-bbox="336 586 1254 649">Supplier's customer data and case studies</td> <td data-bbox="1254 586 1449 649">Indefinite</td> </tr> <tr> <td data-bbox="336 649 1254 734">Details of the Supplier's and its subcontractors' current and/or proposed operating model(s) relating to this Framework Agreement and Call Off Contracts.</td> <td data-bbox="1254 649 1449 734">Indefinite</td> </tr> <tr> <td data-bbox="336 734 1254 797">Information about the Supplier's suppliers and subcontractors, including contracts</td> <td data-bbox="1254 734 1449 797">Indefinite</td> </tr> <tr> <td data-bbox="336 797 1254 882">Information about Supplier's staff including staff numbers, contracts, remuneration and CV's (outwith legal TUPE requirements)</td> <td data-bbox="1254 797 1449 882">Indefinite</td> </tr> <tr> <td data-bbox="336 882 1254 945">Plant lists and associated equipment</td> <td data-bbox="1254 882 1449 945">Indefinite</td> </tr> <tr> <td data-bbox="336 945 1254 1008">Technical and organisation solution information</td> <td data-bbox="1254 945 1449 1008">Indefinite</td> </tr> <tr> <td data-bbox="336 1008 1254 1070">Internal training manuals and methods</td> <td data-bbox="1254 1008 1449 1070">Indefinite</td> </tr> <tr> <td data-bbox="336 1070 1254 1133">Quality assurance policy information</td> <td data-bbox="1254 1070 1449 1133">Indefinite</td> </tr> <tr> <td data-bbox="336 1133 1254 1196">Health & Safety and Risk Assessments</td> <td data-bbox="1254 1133 1449 1196">Indefinite</td> </tr> <tr> <td data-bbox="336 1196 1254 1249">Business Continuity and Disaster Recovery Information</td> <td data-bbox="1254 1196 1449 1249">Indefinite</td> </tr> </tbody> </table>	Item(s)	Duration of Confidentiality	Pricing and charges information	Indefinite	Supplier's customer data and case studies	Indefinite	Details of the Supplier's and its subcontractors' current and/or proposed operating model(s) relating to this Framework Agreement and Call Off Contracts.	Indefinite	Information about the Supplier's suppliers and subcontractors, including contracts	Indefinite	Information about Supplier's staff including staff numbers, contracts, remuneration and CV's (outwith legal TUPE requirements)	Indefinite	Plant lists and associated equipment	Indefinite	Technical and organisation solution information	Indefinite	Internal training manuals and methods	Indefinite	Quality assurance policy information	Indefinite	Health & Safety and Risk Assessments	Indefinite	Business Continuity and Disaster Recovery Information	Indefinite
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10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security: Call Off Schedule 7 (Security)</p> <p>Select short form security requirements</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>
10.5	<p>Testing:</p> <p>NOT USED</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be five (5) Working Days</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms):</p> <p>Not applied</p>
10.8	<p>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms):</p> <p>Secure data transfer method and format to be agreed by both parties</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>UK Space Agency Polaris House North Star Avenue Swindon Sn1 1SZ Email:commercial@ukspaceagency.gov.uk</p> <p>Suppliers postal address and email address:</p> <p>REDACTED Legal Services Allied Publicity Services (Manchester) Limited Chetham House</p>

	Bird Hall Lane Cheadle Heath SK3 0ZP Email: legal@theapsgroup.com
10.10	Transparency Reports (In Call Off Schedule 13 (Transparency Reports)): In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): None required
10.12	Call Off Tender (In Call Off Schedule 15 (Call Off Tender)): Not applicable

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Goods and/or Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 (Call Off Award Procedure) of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED

CALL OFF SCHEDULE 17: (AUTHORISED PROCESSING TEMPLATE)

ANNEX 1

CALL OFF CONTRACT

Schedule 17 Authorised Processing Template

1. The contact details of the **Customer** Data Protection Officer is:
gdpr@ukspaceagency.gov.uk
2. The contact details of the **Supplier** Data Protection Officer is:
REDACTED, Data Protection Officer, APS Group.
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	RM3785
Date:	
Description Of Authorised Processing	Details
Identity of the Controller and Processor	We do not anticipate any personal data in scope of GDPR will be processed under this contract.
Subject matter of the processing	Not applicable.

Duration of the processing	Not applicable.
Nature and purposes of the processing	Not applicable.
Type of Personal Data	Not applicable.
Categories of Data Subject	Not applicable.
Retention/Deletion	For the purpose of GDRP, UK Space Agency are not requesting or expecting the supplier to hold or process any personal data in relation to this contract. If any personal data is acquired by the supplier in relation to this contract, it should be immediately destroyed.