Schedule 1: Call-Off Contract

PART 1 – ORDER FORM

UK SHARED BUISNESS SERVICES LTD

ACADEMIA LIMITED

Unit 1 Progression Centre Mark Road, Hemel Hempstead Industrial Estate, Hemel Hempstead, England, HP2 7DW
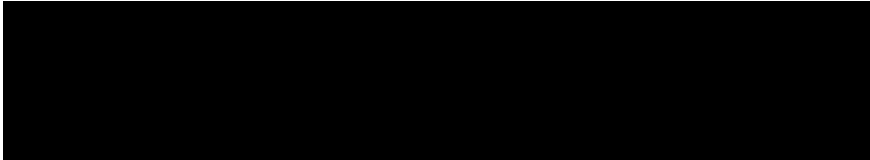
Friday 20th June 2025

Dear Sirs

Call-Off Contract No. 001 for the supply of Software

1	Further to the Framework Agreement dated 22/02/2021, we wish to instruct you to supply the Goods and Services described below in accordance with the terms of the Framework Agreement, this Order Form and the Call-Off Terms and Conditions, as further set out and described in Brief attached at Annex A.

2	The particulars of this Call-Off Contract are set out below:

Item	Description
Order Form Reference: (Front page of Call-Off Terms and Conditions)	The Order Form Reference is DDaT25131
Parties	**Between**: (1) **UK SHARED BUISNESS SERVICES LTD** company number **06330639**) whose registered office is at **Polaris House, North Star Avenue, Swindon, England, SN2 1FF** (**Customer**); and (2) **ACADEMIA LIMITED** (company number **04771037**) whose registered office is at **Unit 1 Progression Centre, Mark Road, Hemel Hempstead Industrial Estate, Hemel Hempstead, England, HP2 7DW** (**Supplier**).
Call-Off KPIs (Cl. **Error! Reference source not found.**)	Not Applicable
Charges (Cl.1.1)	The Charge(s) for this Order is: £95,191.70 excluding VAT

Access Date (Cl.1.1)	The Software shall be accessible from 30th July 2025
Adjustments to the Charges (Cl.1.1)	███
Contract End Date (Cl. **Error! Reference source not found.**)	29th July 2026 There is an option for the contract to be extended for further 2 periods subject to requote, each extension shall be 12 months. Hence, the maximum term for this Call-Off Contract including the initial contract period and optional extension is 3 years (1+1+1) The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice. The notice period for the Buyer to terminate the contract is 30 days from the date of written notice.
Customer Liability Cap (Cl. 1.1)	Is limited to 125% of the total Contract value
Delivery Date(s) (Cl. **Error! Reference source not found.**)	Not Applicable
Defects Rectification Period (Cl. **Error! Reference source not found.**)	Not Applicable
Goods (Cl. **Error! Reference source not found.**)	Not Applicable
Installation Date (Cl. **Error! Reference**	Not Applicable

source not found.)	
Premises (Cl. **Error! Reference source not found.**)	Polaris House, North Star Avenue, Swindon, England, SN2 1FF
Services (Cl. **Error! Reference source not found.**)	Not Applicable
Software (Cl. **Error! Reference source not found.**)	The Software to be supplied under this Call-Off Contract is as follows: ███████████████████████
Software Specification (Cl. **Error! Reference source not found.**)	The Software shall meet the following technical/functional specification: W DDaT25131%20-%2 0Specification.docx
Software Warranty Period (Cl. **Error! Reference source not found.**)	The Software Warranty Period shall be: • While the license remains paid.
Services Commencement Date (Cl. **Error! Reference source not found.**)	Not Applicable
Services End Date (Cl. **Error! Reference source not found.**)	Not Applicable

Supplier Liability Cap (Cl. 1.1)	Is limited to 125% of the total Contract value
Instalments (Cl. **Error! Reference source not found.**)	Not Applicable
Notices (Clause 19.3)	Any written notice provided under Clause 19.1 shall be sent: In the case of the Customer: To: ██████████████ Marked for the attention of: ████████ In the case of the Supplier: Academia Limited To: Unit 1 Progression Centre, Mark Road, Hemel Hempstead, HP2 7DW ████████████ Marked for the attention of: Head of Sales
Data Protection Particulars (Schedule 4)	Please see Annex A below

3   This Call-Off Contract incorporates all the terms and conditions of the Framework Agreement.

4   For the avoidance of doubt where you have carried out any work prior to the date of this Call-Off Contract in any way related to the Goods and Services to be supplied under this Call-Off Contract the terms and conditions of this Call-Off Contract and the Framework Agreement shall apply in respect of such work.

5   Words and expressions which are defined in the Framework Agreement shall have the same meaning in this Call-Off Contract unless expressly defined otherwise here.

6   You must not make any amendments to the Call-Off Terms and Conditions.

7   Nothing in this Call-Off Contract shall confer or purport to confer on any third party any benefit or the right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Please sign and return the attached copy of this Order Form to signify your acceptance of its contents;

Please also sign and return the attached two copies of the Call-Off Terms and Conditions. We will sign Call-Off Terms and Conditions and date them as agreed between ourselves and will return one of the dated copies to yourselves.
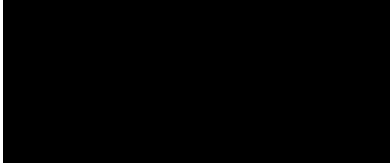
Yours faithfully

Accepted and acknowledged by:

....
for and on behalf of the **CUSTOMER**

....
for and on behalf of **SUPPLIER**

Name: ███████████

Name: ███████████

Designation: CDIO

Designation: Head of Sales

Date: 20 June 2025

Date: 06/20/2025

███████████

███████████
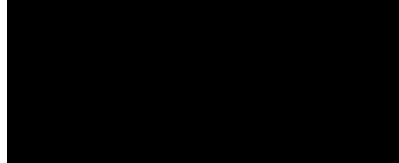
Annex A

Contract:	UKSBS-DPIA-24/25-AC-060 - Veeam Data Storage
Description of authorised processing	**Details**
Identity of Controller and Processor for each category of Personal Data	UKSBS is the Data Controller for UKSBS Data. Veeam are the Data Processor for UKSBS data and act as UKSBS's sub-processor for data which UKSBS act as Data Processor. UKSBS is Data Processor for their clients. The clients are controllers of their data. UKRI DESNZ DBT DSIT TRA UKSA INSS

Subject matter of the processing	Current and former workers of the below will be impacted:
	UKSBS
	UKRI
	DESNZ
	DBT
	DSIT
	TRA
	UKSA
	INSS
	Third parties
Duration of the processing	for the full duration of the contract including any optional extension if utilised.
Nature and purposes of the processing	Veeam is a leading provider of backup, recovery, and data management solutions designed to protect virtual, physical, and cloud-based workloads. It is particularly well-regarded for its efficiency in ensuring data availability and resilience across various environments, making it a critical tool for organisations aiming to safeguard their information assets. Objectives of Using Veeam The primary goals of implementing Veeam solutions include: Data Protection: Ensuring that all critical data is securely backed up and can be restored in case of data loss events such as hardware failures, accidental deletions, or cyberattacks. Rapid Recovery: Facilitating quick recovery times to minimize downtime and maintain business continuity. Comprehensive Coverage: Supporting a wide range of environments (virtual, physical, cloud) to provide holistic data protection. Cost Efficiency: Streamlining backup processes to reduce storage costs and improve resource utilization.
Type of Personal Data	UKSBS process data relating to HR, Procurement and Finance. Special Category data will be involved in the processing.
Categories of Data Subject	Clients, Staff, third parties.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Data is backed up in VEEAM from source systems. Any changes made in source will reflect in VEEAM. Data subject rights for VEEAM will be the same as source systems. The Veeam Software is the back-up solution, which is an on Prem Back up, Monitoring and Storage for servers. Therefore, Veeam does not access to our data. if our contract were to end there would no data to be retrieved from Veeam themselves as the solution links onto UKSBS Servers. Data retention policies for the On Prem solution is based on UKSBS' Data retention schedule for backing up and removal of Data.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	Data storage: Veeam Backup and Replication (VBR) – Stored at Polaris House and Cody Park sites (UK Based)

| Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach | Veeam holds numerous certifications pertinent to government data protection, including DoDIN APL, APL SOCOM, and FIPS 140-2, demonstrating our commitment to the highest compliance standards.

ISO20071 Data Security - Veeam Trust Center

Veeam also has business and continuity plans and disaster recover plans which can be located Business Continuity & Disaster Recovery (BC/DR) in 2023 (veeam.com)

Business Continuity & Disaster Recovery (BC/DR) in 2023 (veeam.com)

Veeam ensures compliance with GDPR,DPA and contractual requirements as outlined in their privacy notice which can be found here:

Where systems interact with UKSBS such as M365 Cloud solution this is outlined in VEEM SOC2 and additional information is found within Trust Centre.

Veeam addresses information security risks in relation to UKSBS' requirements as confirmed as part of the SOC TYPE 3 and TYPEE

qualifications |