

ORDER FORM AND CALL-OFF TERMS

Part 1 - Order Form

This Order Form is issued subject to the provisions of the framework agreement entered into between the Authority and the Supplier on 18 April 2012 ("Framework Agreement"). The Supplier agrees to supply the goods and/or services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the schedules thereto.

Date		Order Number	RM1689-2014-10023292 To be quoted on all correspondence relating to this Order
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FROM

Customer	Export Credits Guarantee Department (trading as "UK Export Finance")
Customer's Address	1 Horseguards Road London SW1A 2HQ
Invoice Address	Customer's Address
Contact Ref:	
Customer's Archive Facilities (for Supplier uplift purposes)	Units 45-49 Cardiff Business Park, Lambourne Crescent Cardiff CF14 5GG

TO

Supplier	Iron Mountain (UK) Limited
Supplier's Address	Third Floor Cottons Centre Tooley Street London SE1 2TT
Account Manager	

1. TERM

(1.1) Commencement Date

2nd March 2015

(1.2) Expiry Date

Unless terminated earlier pursuant to its terms, this Contract shall be for an initial period of four (4) years. The Customer shall have the option to extend this Contract for a further period or periods of twelve (12) months provided that this Contract shall not extend beyond seven years after the Commencement Date. The Customer may exercise any such option by giving the Supplier written notice of its intention to renew not less than three (3) Months prior to the date when this Contract would otherwise expire.

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Services and Deliverables required

Enter x against the relevant service/deliverables required.

☒	Document Storage and Related Services
☐	Optional Services – provide details below

Details of any other Optional Services required by the Customer:

N/A.

Services - Document Storage and Related Services as set out in Schedule A.

Deliverables –The Service Levels specified in schedule 6 of the Call-Off Terms, a breakdown of each invoice in respect of the Goods and Services supplied, detailing each individual good/service item supplied, and the Management Information.

(2.2) Lots under which the above Goods and Services are being supplied:

Lot1.

(2.3) Title to Goods

Title to Goods (if any) is transferred to the Customer in accordance with clause 5.5.1 of the Call-Off Terms.

(2.4) Performance/Delivery Location/Premises**For Supplier uplift purposes:**

Units 45-49 Cardiff Business Park,
Lambourne Crescent
Cardiff
CF14 5GG

For Document Storage and Related Services purposes:

1 Horseguards Road,
London
SW1A 2HQ

(2.5) Standards**Quality Standards**

As defined in clause 5.3 of the Call-Off Terms.

Technical Standards

N/A.

(2.6) Guarantee Period

Where Goods only are supplied by the Supplier, the Guarantee Period shall be the period from and including the date of Delivery of the Goods to the date twelve (12) Months thereafter.

(2.7) Security Requirements (including details of the outline security management plan and policy)

As set out in schedule 2 to the Call-Off Terms.

(2.8) Disaster Recovery and Business Continuity

As set out in schedule 5 to the Call-Off Terms.

(2.9) Disaster

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable for a period of 24 hours or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.

(2.10) Staff Vetting Procedures

New Entry/New Employee Vetting (BAU)

The Supplier will carry out the following pre-employment checks:

- ID check (Eligibility);
- Credit check (which cover CCJ/IVA/Bankruptcy and Aliases);
- 6 year Address history checks (via Electoral Register); and
- Compliance Database check (Bank of England Sanctions list).

Within 30 days of commencement of employment the Supplier will also carry out the following:

- Basic Disclosure Scotland Criminal check (to identify unspent convictions); and
- last 5 year activity verification (employment/education/highest education references where relevant to the role).

Re-Vetting – Existing Employees

This is done on the 5 year anniversary date of employment.

ID and proof of address documents are checked to ensure continuing right to work.

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

N/A

(3.2) Key Personnel of the Supplier to be involved in the provision of the Goods, Services and Deliverables

N/A

(3.3) TUPE: Transfer of Employees

Part C – No TUPE.

(3.4) Sub-contractors to be involved in the provision of the Goods, Services and Deliverables

- City Sprint
- E-courier
- Supplier group companies, subject to prior written notice to the Customer.

(3.5) Security Management Plan

As set out in schedule 2 to the Call-Off Terms.

(3.6) Relevant Convictions

Not Used. The Supplier vets employees for convictions in accordance with the Staff Vetting Procedures referred to in paragraph 2.10 above.

(3.7) Training

Basic training and guidance on how to use the Supplier System and follow the Supplier's processes will be provided on an ad hoc basis (as required). Helpdesk support will also be available.

(3.8) Supplier's inspection of the Premises and Infrastructure

N/A

4. SOFTWARE

Bronze.

			Applicable Terms				
Software	Supplier	Purpose	Gold Licence Terms	Silver Licence Terms	Bronze Licence Terms	COTS Licence Terms	Assigned Software Terms
Accutrac	Iron Mountain	Ordering and file-tracking.			✓		

5. PERFORMANCE OF THE GOODS, SERVICES AND DELIVERABLES**(5.1)(i) Implementation Plan and Milestones as at the Commencement Date**

- Estimated number of cartons of Customer's files/records to be included in initial uplift: 11,339;
- Barcoding of Customer files/records and cartons, and cross referencing to Customer's archive inventory: March-April 2015;
- Maximum daily rate at which Supplier will inbound those cartons: 1000/day (approx);
- When the uplift is expected to commence: April 2015
- Number of working days the uplift is likely to take: 11 working days;
- Customer operational access to the Supplier Software: prior to the date of the first delivery of cartons to the Supplier in April 2015;
- Uplift is to be completed by: 31 May 2015.

- (ii) If so required by the Customer, the Supplier shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services

and/or provision of the Goods. (iii) The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan. (iv) The Supplier shall perform its obligations so as to Achieve each Milestone by the Milestone Date.
(5.2) Testing N/A
(5.3) Service Levels and Service Credits Service Levels: As set out in schedule 6 to the Call-Off Terms. Service Credits: As set out in schedule 6 to the Call-Off Terms.
(5.4) Critical Service Failure (i) In relation to Records Management services, a Critical Service Failure shall include a delay (for which the Supplier and/or any Sub-contractor is responsible) in producing a file/record/papers or carton of files/records/papers ordered by the Customer in excess of 48 hours more than once in any three (3) Month period or more than 3 times in any rolling 12 month period. (ii) In relation to the Supplier Software, a Critical Service Failure shall include the unavailability (for which the Supplier and/or any Sub-contractor is responsible) during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) of the Supplier Software for more than 24 hours accumulated in any three (3) Month period, or 48 hours accumulated in any rolling 12 month period.
(5.5) Monitoring Management Information is to be provided within 30 days of the end of each month in accordance with clause 8.2 of the Call-Off Terms.
(5.6) Continuous Improvement, Value for Money and Benchmarking (i) The Customer shall regularly benchmark the Contract Charges and performance of the Goods and Services, against other suppliers providing goods and services substantially the same as the Goods and Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services and delivery of the Goods with charges and service offered by third parties so as to provide the Customer with information for comparison purposes. (ii) The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in

paragraph (i) above.

- (iii) The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Goods and Services to the Authority and other Contracting Authorities.
- (iv) The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 5.6, such information requirements to be at the discretion of the Customer.

6. CUSTOMER RESPONSIBILITIES

(6.1) Customer's Responsibilities

The Customer warrants that:

- (i) it is the owner or legal custodian of the files, records, papers, documentation and other items it deposits with or provides to the Supplier for storage and/or destruction (the "Articles"), and has all necessary authority to deposit the Articles and request that they be disposed of in accordance with the terms of the Agreement. The Customer shall indemnify the Supplier against all claims, demands, actions, costs and expenses arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any rights of any third party in connection with the provision or receipt of the Services or the use or possession of any Articles or in rectifying any conflict relating to property rights, custody, or disposal of such Articles provided (a) that each such claim, demand, action or other proceeding (or any threat to bring the same) shall be promptly referred in writing to the Customer, and (b) that the conduct, defence and/or handling of any such claim, demand, action or other proceeding shall at all times be dealt with by the Supplier in accordance with the instructions of the Customer;
- (ii) (where required) it will allow the Supplier reasonable access to the Customer's premises for the purposes of providing the Services and it will ensure the safety and security of the Customer's access points and sites where the Supplier will operate and further warrants that all Customer's sites, at which the Supplier's personnel will provide or deliver the Services, contain no dangerous substance and present no risk to its personnel or its or their property;
- (iii) it will not deposit at the Supplier's sites any items other than hard copy files/records/papers or non-paper media (e.g. tapes and CDs) and in particular (without limitation to the foregoing) will not under any circumstances deposit any flammable materials, explosives, toxic products, or other dangerous or risky products or materials, nor securities, jewellery, tickets or cheque stock, shares, literary or artistic manuscripts, rare or precious books, or other objects of intrinsic market value;
- (iv) it will not deposit at the Supplier's sites or handle therein any substance or product covered by applicable regulations relating to the environment, other hazardous products or any item the possession of which is illegal;
- (v) it will pay the Contract Charges, in accordance with paragraph 7 below and clause 13 of the Call-Off Terms, in case of a request for retrieval, search, or return that is (on

the part of the Customer) erroneous, fruitless, or cancelled by the Customer after work has commenced;

- (vi) it will indemnify and hold the Supplier harmless of any liability to the Customer or any third party in case of destruction of the Articles at the written instructions of the Customer;
- (vii) it will provide the Supplier with all necessary information to the extent required for the provision of the Services; and
- (viii) in respect of its use of the Supplier's systems, databases and software (the "IM Systems") it will:
 - keep the authorised users under review and provide an up-to-date list of authorised users to the Supplier regularly and upon request;
 - where user names and/or passwords are issued to any authorised users, take all reasonable steps to safeguard, protect and prevent unauthorised use of such user names or passwords, or both;
 - use, as applicable, IM Systems only in relation to the Services during the Contract Period in accordance with any applicable terms of use issued or made available by the Supplier from time to time;
 - be responsible for making all arrangements necessary for the Customer to have access to the IM Systems;
 - be responsible for ensuring that all authorised users who access IM Systems through an internet connection are aware of the IM Systems terms of use (if any), and procure that they comply with them;
 - not attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of any IM Systems except to the extent and in the circumstances permitted by law;
 - not misuse the IM Systems including but not limited to knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;
 - not and will procure that the authorised users shall not attempt to gain unauthorised access to the IM Systems, the server on which the IM Systems are stored or any server, computer or database connected to the IM Systems.

(6.2) Customer's equipment

Not Used.

7. CHARGES AND PAYMENT

(7.1) Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

As set out in schedule A.

Customer Account(s): [REDACTED]

Document Storage and Related Services - to be paid monthly in arrears.

(7.2) Invoicing and Payment

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this paragraph 7.2, the payment profile set out in paragraph 7.1 above and the provisions of the Contract.

8. LIABILITY

Subject to the provisions of Clause 25 of the Call-Off Contract:

(8.1) the aggregate liability of either Party for each year of this Contract under or in relation to this Contract in respect of all Defaults resulting in direct loss of or damage to the property of the other Party, other than the loss of or damage to the Articles, shall in no event exceed £1 million.

The Customer acknowledges that knowledge by the Supplier of the contents of the Articles is limited to the physical existence of each carton or other container of Articles received by the Supplier at the Customer's request, and further that the Supplier has taken no steps (nor is it required) to verify the existence, nature, content or value of the Articles.

The Customer further acknowledges that whilst the Supplier has a general insurance policy which will provide it with cover up to the maximum of the liabilities mentioned in this agreement, the Supplier is unable to (and will not) purchase insurance for the replacement value of the Articles.

Accordingly, and without prejudice to paragraph 8.2 below, the Supplier's liability for the loss of or damage to all or any of the Articles shall be limited to no more than £1 per carton, linear foot of open-shelf files, container or other hard-copy storage unit and an aggregate sum of £500,000 for each year of this Contract, and the Supplier shall not be liable in case of loss, destruction, or damage of/to the Articles to the extent that Articles are in the Customer's possession or have been transferred to or collected by a third party carrier or other service provider appointed by the Customer or at the Customer's direction.

(8.2) the aggregate liability of the Supplier under or in relation to the Contract for each year of the Contract in respect of all other Defaults shall in no event exceed £1,000,000 (one million pounds).

9. INSURANCE

(9.1) Minimum Insurance Period

6 (six) years following the expiration or earlier termination of the Contract.

(9.2) To comply with its obligations under clause 25.2 of the Call-Off Terms the Supplier shall ensure that:

- (i) **professional indemnity insurance** is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and Services with a minimum limit of indemnity of two million pounds sterling for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- (ii) **public liability insurance** adequate to cover all risks in the performance of this Contract from time to time is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and Services with a minimum limit of five million pounds sterling for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) **employers' liability insurance** is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and Services with a minimum limit of indemnity of such amount as may reasonably be required by Law from time to time.

10. TERMINATION

(10.1) Undisputed Sums Time Period

Ninety (90) Working Days of the date of the written notice specified in clause 26.4.3 of the Call-Off Terms.

(10.2) Termination Without Cause

At least three (3) Months' written notice in accordance with clause 26.5 of the Call-Off Terms.

11. INFORMATION HELD IN CONFIDENCE

(11.1) The Supplier acknowledges that the data and information contained in the Articles and in the Customer's archive inventory provided to the Supplier (the Customer's Inventory) are held by the Customer in confidence. As a consequence, the Supplier agrees that, save as required by Law:

- (i) the Supplier shall not, and shall procure that no member of the Staff shall, without Approval access the data or information contained in the Articles;
- (ii) the Supplier shall not disclose, and shall procure that no member of the Staff shall disclose, all or any data contained in the Articles and/or the Customer's Inventory to any third party.

(11.2) The Supplier shall indemnify and hold the Customer harmless against all claims, demands and actions brought by third parties (together with all associated costs and expenses) arising out of or in connection with a breach by the Supplier of its obligations under paragraph 11.1 above, except and to the extent that such liabilities have resulted from the Supplier acting upon the Customer's instructions, and provided that:

- (i) each such claim, demand, action or other proceeding (or any threat to bring the

same) shall be promptly referred in writing to the Supplier, and

- (ii) the conduct, defence and/or handling of any such claim, demand, action or other proceeding shall be dealt with by the Customer in consultation with the Supplier.

12. AUDIT AND ACCESS

12 months after the expiry of the Contract Period or following termination of the Contract

13. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

(13.1) Supplemental requirements in addition to Call-off Terms

As set out in this Order Form.

(13.2) Variations to the Call-off Terms:

(13.2.1) As a Variation to the terms of clause 23.5.2.12 of the Call-Off Terms, the Supplier agrees not to Process or otherwise transfer any Personal Data, the Customer's Inventory (or any part of it) or any account management information relating to this Contract outside the United Kingdom.

(13.3) Alternative and/or Additional clauses (as set out in schedule 9 to the Call-Off Terms)

N/A

14. FORMATION OF CONTRACT

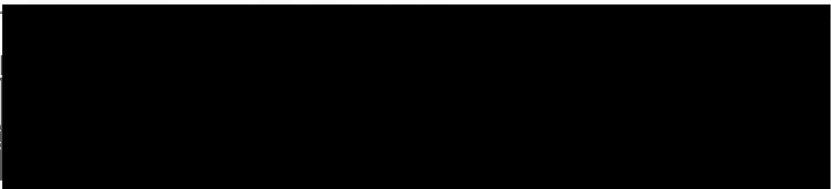
(14.1) The Customer shall enter into a Contract by sending this Order Form to the Supplier for the provision of the Goods and Services referred to in the Order Form.

(14.2) The Supplier shall enter into the Contract by returning a signed copy of the Order Form to the Customer.

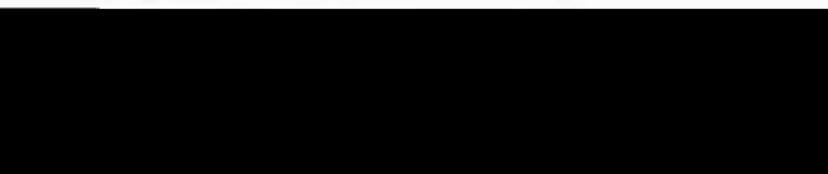
(14.3) The Contract shall be formed when the Customer acknowledges receipt of the signed copy of the Order Form.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

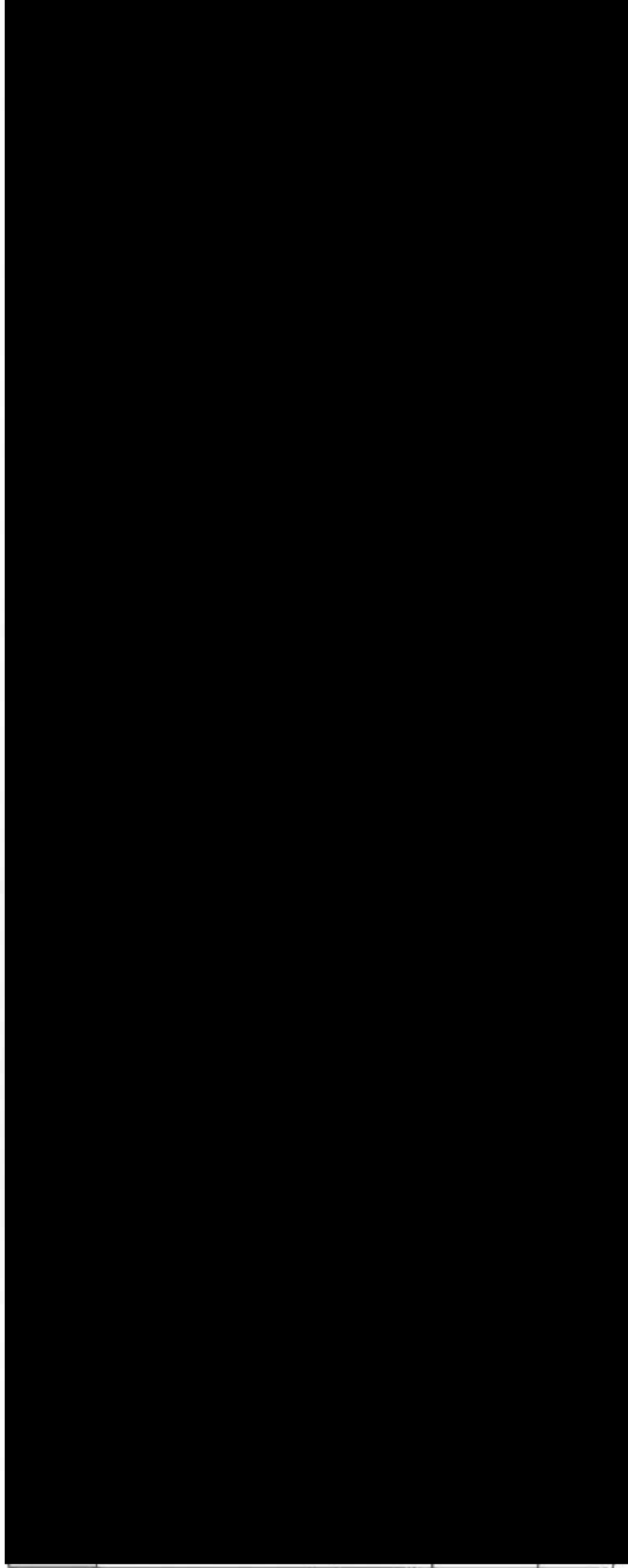
Attached - Schedule A, RM1689 Contract Call-Off Standard Pricing List

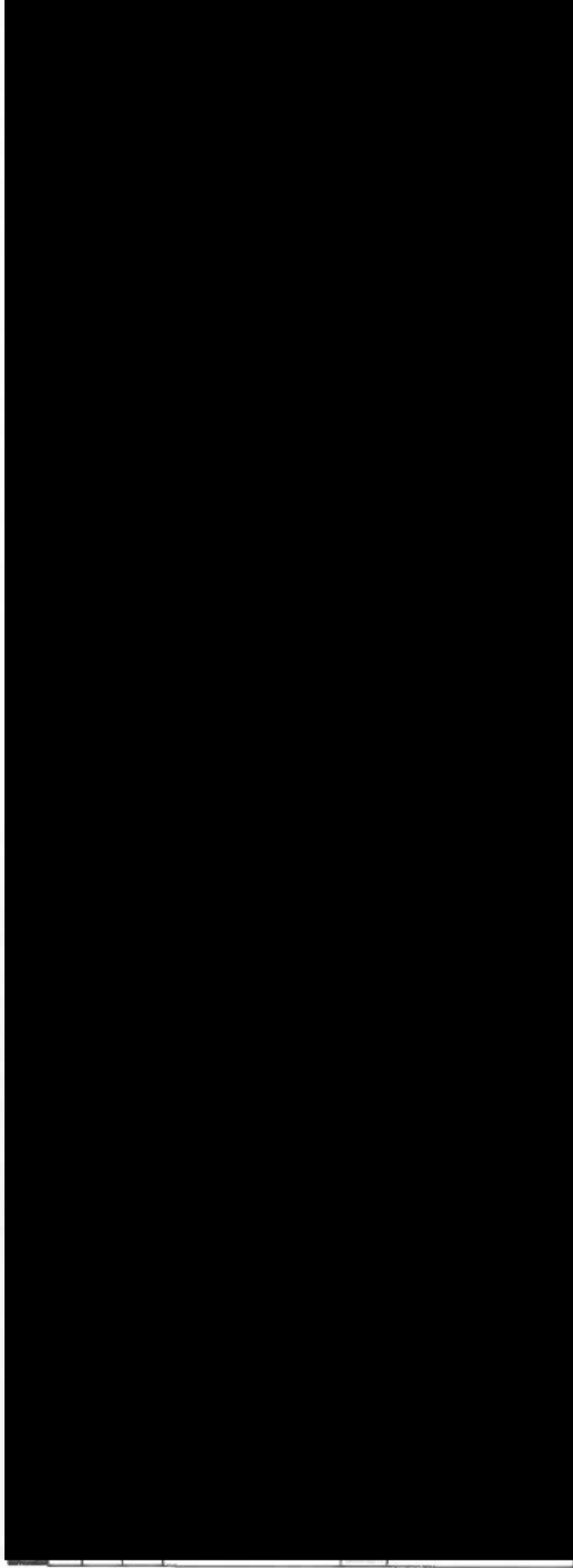
Approved as to Form and Legal Content:	
Iron Mountain Western Europe Legal Department	
	
Date:	5 March 2015

RM1689 Contract Call-Off Standard Pricing List V(2) 2013.05.17

Standard Regular Billing Activities Applicable to all Customers

[REDACTED]	
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Pan Government Courier Framework RM 1006

Government Procurement Service has recently awarded RM1006 Pan Government Courier Service Framework which is available to all public sector authorities. In the event your organisation has signed up or is in the process of signing up to this framework, it may be an option to utilise this framework for transportation under RM1689 Document Storage and Related Services framework.

Further information on the new RM1006 Pan Government Courier Services framework can be found at
<http://gps.cabinetoffice.gov.uk/contracts/rm1006>



