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

# Part A

# Order Form Template

CALL-OFF REFERENCE: DDSFTW/078 or xxxxxxxxx – OpenText Magellan Software

THE BUYER: Defence Digital

BUYER ADDRESS Ministry of Defence

                                            Spur B2

Building 405

MoD Corsham

Westwells Road

Corsham

Wiltshire

SN13 9NR

THE SUPPLIER: Konica Minolta Business Solutions (UK) Limited

SUPPLIER ADDRESS: Miles Gray Road, Basildon, Essex, United Kingdom, SS14 3AR

REGISTRATION NUMBER: 01132885

DUNS NUMBER: xxxxxxxxx

SID4GOV ID: xxxxxxxxx

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **xxxxxxxxxxxxx**

It’s issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

**CALL-OFF LOT(S):**

RM3821 – Data Intelligence & Analytics - Lot 1 (d)

**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 Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3821
3. The following Schedules in equal order of precedence:

* Joint Schedules for framework reference number RM3821
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 6 (Key Subcontractors)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 11 (Processing Data)
* Call-Off Schedules for [Insert Call-Off reference number]
* Call-Off Schedule 1 (Transparency Reports)
* Call-Off Schedule 2 (Staff Transfer)
* Call-Off Schedule 6 (ICT Services)
* Call-Off Schedule 7 (Key Supplier Staff)
* Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
* Call-Off Schedule 9 (Security)
* Call-Off Schedule 10 (Exit Management)
* Call-Off Schedule 15 (Call-Off Contract Management)
* Call-Off Schedule 17 (MOD Terms)
* Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3. 0.3)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3821
3. [Call-Off Schedule 21 (Supplier-Furnished Terms)]
4. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

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:

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

|  |  |  |
| --- | --- | --- |
| DEFCON No | Version | Description |
| ***Applicable to all Lots:*** |  |  |
| DEFCON 5J | 18/11/16 | Unique Identifiers |
| DEFCON 68 | 05/21 | Supply of Data for Hazardous Articles, Materials and Substances |
| DEFCON 76 | 06/21 | Contractors Personnel At Government Establishments |
| DEFCON 90 | 06/21 | Copyright |
| DEFCON 91 | 06/21 | Intellectual Property Rights in Software |
| DEFCON 129J | 18/11/16 | The Use Of Electronic Business Delivery Form |
| DEFCON 501 | 10/21 | Definitions and Interpretations |
| DEFCON 503 | 06/22 | Formal Amendments to Contracts |
| DEFCON 514 | 08/15 | Material Breach |
| DEFCON 515 | 06/21 | Bankruptcy and Insolvency |
| DEFCON 516 | 04/12 | Equality |
| DEFCON 518 | 02/17 | Transfer |
| DEFCON 520 | 08/21 | Corrupt Gifts And Payments Of Commission |
| DEFCON 522 | 11/21 | Payment And Recovery OF Sums Due |
| DEFCON 524 | 12/21 | Rejection |
| DEFCON 525 | 10/98 | Acceptance |
| DEFCON 526 | 08/02 | Notices |
| DEFCON 527 | 09/97 | Waiver |
| DEFCON 530 | 12/14 | Dispute Resolution (English Law) |
| DEFCON 531 | 09/21 | Disclosure Of Information |
| DEFCON 532A | 05/22 | Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority) |
| DEFCON 534 | 06/21 | Subcontracting and Prompt Payment |
| DEFCON 537 | 12/21 | Rights of Third Parties |
| DEFCON 538 | 06/02 | Severability |
| DEFCON 539 | 01/22 | Transparency |
| DEFCON 550 | 02/14 | Child Labour and Employment Law |
| DEFCON 566 | 10/20 | Change of Control of Contractor |
| DEFCON 602B | 12/06 | Quality Assurance (Without Deliverable Quality Plan) |
| DEFCON 627 | 11/21 | Quality Assurance - Requirement for a Certificate of Conformity |
| DEFCON 632 | 11/21 | Third Party Intellectual Property – Rights and Restrictions |
| DEFCON 656 | 08/16 | Termination |
| DEFCON 658 | 09/21 | Cyber |
| DEFCON 659A | 09/21 | Security Measures |
| DEFCON 660 | 12/15 | Official Sensitive Security Requirements |
| DEFCON 694 | 07/21 | Accounting For Property Of The Authority |

CALL-OFF START DATE: 03/10/2022

CALL-OFF EXPIRY DATE: 02/10/2023

CALL-OFF INITIAL PERIOD: Twelve (12) Months

**CALL-OFF DELIVERABLES**

Option A: The provision of OpenText Magellan Software as per Attachment 4 – Price Schedule.

**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 **xxxxxxxxxxxxx xxx xxxx** Estimated Charges in the first 12 months of the Contract.

**CALL-OFF CHARGES**

Option A: The Call-Off Charges for this contract is **xxxxxxxxxxxxx xxx xxxxx**

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**

* Payment will be made via MoD’s internal requisition to pay process (CP&F).
* Payment will be made following delivery and acceptance of pre-agreed deliverables.
* Before payment can be considered, each invoice must include a detailed breakdown of associated costs.
* Invoices shall be submitted electronically through Exostar.
* Payment will be made within thirty (30) days following receipt of invoice.
* It should be noted that payment will only be sanctioned in accordance with the Schedule of Requirements once the deliverables have been accepted by an Authorised MoD Representative.

**BUYER’S INVOICE ADDRESS**

xxx xxxxxx xxxxxx

xxxxxxx xxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxx xxxxxxxx xxxxxxx xxxxxxxxxxxxx xxxxxxxx xx xxxxxxx xxxx xxxxxxxxx xxxxxxxxxx xxxxxxx xxxx xxx

**BUYER’S AUTHORISED REPRESENTATIVE**

xxx xxxxxx

xxxxxxxxxx xxxxxxxxxxxx

xxxxxxxxxx xxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxx

xxxx xxx xxxxxxxx xxxx xxx xxxxxxxx xxxxxxxxx xxxxx xxxxxxxx xxxxxxxxxx xxxx xxx

**BUYER’S ENVIRONMENTAL POLICY**

Appended at Call-Off Schedule 5 (Corporate Social Responsibility)

**BUYER’S SECURITY POLICY**

Appended at Call-Off Schedule 9 (Security – Part C)

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

xxxxxxxx xxxxxx

xxxxxxxx xxxxxxxxxx xxxx xxx xxxxxx xxxxxxx

xxxxx xxxx xxxxx xxxxxxxxx xxxxxx xxxxxx xxxxxxxx xxxx xxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

**SUPPLIER’S CONTRACT MANAGER**

xxxxxxxx xxxxxx

xxxxxxxx xxxxxxxxxx xxxx xxx xxxxxx xxxxxxx

xxxxx xxxx xxxxx xxxxxxxxx xxxxxx xxxxxx xxxxxxxx xxxx xxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

**PROGRESS REPORT FREQUENCY**

Quarterly – A quarterly MI (Management Information) report will be submitted by Konica Business Solutions (UK) Limited in conjunction with a 3-monthly QBR (Quarterly Business Review) and in accordance with Annex A (List of Transparency Reports) of Call-Off Schedule 1 (Transparency Reports).

**PROGRESS MEETING FREQUENCY**

Quarterly - QBR (Quarterly Business Review) via a Microsoft Teams Meeting

**KEY STAFF**

TBC by Konica Minolta Business Solutions (UK) Limited at Contract Award in accordance with Call-Off Schedule 7 (Key Supplier Staff)

**KEY SUBCONTRACTOR(S)**

TBC by Konica Minolta Business Solutions (UK) Limited in accordance with Joint Schedule 6 – Key Subcontractors

**COMMERCIALLY SENSITIVE INFORMATION**

TBC by Konica Minolta Business Solutions (UK) Limited in accordance with Attachment 4 - Price Schedule and Joint Schedule 4 – Commercially Sensitive Information

**SERVICE CREDITS**

Not Applicable

**GUARANTEE**

Not Applicable

**SOCIAL VALUE COMMITMENT**

Not Applicable

**MINIMUM PERIOD OF NOTICE FOR NO\_FAULT TERMINATION**

Thirty (30) days written

**For and on behalf of the Supplier:**

Signature: …………………………………………………………..

Name: ………………………………………………………………

Role: ………………………………………………………………...

Date: …………………………………………………………………

**For and on behalf of the Buyer:**

Signature: …………………………………………………………..

Name: ………………………………………………………………

Role: ………………………………………………………………...

Date: …………………………………………………………………