

PSN Core Services (RM6167)

Buyers Guidance to the Call-Off Contract and Order Form

About this Guide

The purpose of this document is to provide you with a guide on how the RM6167 Contract works and how to request and complete the RM6167 Order Form and Call-Off Contract.

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1.

What services are available?

The RM6167 agreement provides [Public Services Network \(PSN\)](#) Domain Name Server (DNS) services that reconcile website names and their underlying IP addresses and allow the government and the wider public sector to send digital information securely.

The agreement has been developed in collaboration with the Government Digital Service and will replace the Government Convergence Framework (GCF) DNS service which will end on 31 March 2021. If you are a user of the GCF service you will need to re-contract and migrate to this replacement service.

A DNS maintains a directory of website names (known as domain names), for example, crowncommercial.gov.uk, and translates them into IP (Internet Protocol) addresses. This is necessary because computers and machines don't understand website names and need an IP address to access a website.

2.

How does the Contract work?



The RM6167 contract documents can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

The **Public Sector Contract** is the form of contract used by CCS as the template for construction of its framework contracts and the associated call-off contracts. It's a composite product consisting of the following elements;

- i. Core Terms version 3.0.7 – the main commercial terms for both the Framework Contract and Call-Off Contracts. CCS has amended some of the Core Terms to align with the requirements of the framework, these changes are called Special Terms and can be found within the Framework Award Form;
- ii. Framework Schedules – applicable at the Framework Contract level and managed by CCS;
- iii. Joint Schedules – applicable at both framework and Call-Off Contract levels;
- iv. Call-Off Schedules – applicable only to Buyer Call-Off Contracts resulting from the framework;
- v. Framework Award Form – including Special Terms that amend the Core Terms; and
- vi. Order Form (Framework Schedule 6)



A guide to the Core Terms and Special Terms can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

The **Order Form**, when completed and executed by both the Buyer and the Supplier, forms a Call-Off Contract. It sets out all the elements and Schedules that form the Call-Off Contract between the Buyer and the Supplier.

The blank Order Form Template highlights in yellow the components that Buyers will need to complete to create the Call-Off Contract and optional Call-Off Schedules that Buyers have the ability to include where required. Please refer to section 4 of this guidance document 'Completing the Order Form'.

The Call-Off Contract governs the purchase and delivery of the services and the relationship between the Buyer and the Supplier. It is entered into once the completed Order Form has been signed by both the Buyer and the Supplier.



The Order Form, which is incorporated into the Framework Contract as Framework Schedule 6 (Order Form Template and Call-Off Schedules), details all the elements and Schedules that form the Call-Off Contract between the Buyer and the Supplier.

3.

What is the process for requesting and signing the Order Form?

For this agreement the Buyer must request an Order Form directly from the Supplier, Nominet UK, by sending an email to psnregister@nominet.uk

The Buyer will receive two emails from Nominet;

- i. An email from Nominet with four attachments:
 - a. a copy of the “Nominet UK - Supplier set up information”;
 - b. a copy of the “CCS approved End Customer Terms and Conditions of Use”; and
 - c. a copy of Joint Schedule 4 (Commercially Sensitive Information)
 - d. DocuSign guidance notes

This mail will be sent from a “@nominet.uk” mailbox address and will request initial information from the Buyer in order to prepare the Order Form for issue. This will include:

- details of the Buyer’s signature arrangements so that, if needed, the Order Form can be completed by one person within the Buyer organisation, but signed by another; and
 - whether the Buyer is the sole End Customer under the Call Off Contract, or whether the Buyer is entering into the Call Off Contract on behalf of other End Customers. If so, the Buyer will be asked to confirm how many End Customers so that the Order Form can include fields for all details to be added.
- ii. An email generated by Nominet which will separately issue the Order Form directly to the Buyer via DocuSign. This mail will be sent from a mailbox address that appears as “**From:** DocuSign EU System <dse@eumail.docusign.net>”



Please remember to check your Spam and Junk E-mail folders just in case the emails have been delivered there instead of your inbox.

Via a link in the DocuSign email, the Buyer will be asked to populate the Order Form. Fields to be populated will be clearly marked for text entry or via drop down options where Schedules are optional.

The Buyer will sign the Order Form - this can be done electronically within DocuSign.

If the Buyer’s signatory is not the same person who has completed the Order Form, the process will then allow the Order Form to be routed onwards for signature.

If the Buyer wishes to sign on paper, the completed Order Form can be downloaded, signed and a pdf copy emailed back to Nominet at psnregister@nominet.uk

Nominet will check Order Forms received and if any information is missing, they will follow up directly with the Buyer via psnregister@nominet.uk and arrange for the updated document to be reissued via DocuSign as needed.

If there is no information missing, Nominet will sign the Order Form and DocuSign will automatically return a copy of the fully signed agreement to the Buyer for their records.



If you need any support during the process, please contact
psnregister@nominet.uk

4.

Completing the Order Form



The template Order Form is available as guidance, it is incorporated into the Framework Contract as Framework Schedule 6 (Order Form Template and Call-Off Schedules), and can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

It is advised that the Buyer does not complete the template Order Form downloaded from the RM6167 webpage, but contacts the Supplier on psnregister@nominet.uk to obtain a copy via DocuSign as this will include additional Supplier details to assist the process.

The **Order Form**, when completed and executed by the Buyer and the Supplier, forms a Call-Off Contract. It sets out all the elements and Schedules that form the Call-Off Contract between the Buyer and the Supplier.

Via a link in the DocuSign email, the Buyer will be asked to populate the Order Form. Fields to be populated will be clearly marked for text entry or via drop down options where Schedules are optional.

The following points provide guidance on the Order Form content. Extracts from the Order Form template are shown within the blue boxes, text highlighted in "yellow" are the components in the Order Form that Buyers will need to populate and highlighted in "blue" are the components that the Supplier, Nominet, will populate.

The format/appearance of the Order Form may vary slightly when sent via DocuSign to enable fields to be completed and options to be selected but the content itself will not change.

CALL-OFF REFERENCE:	Insert Buyer's contract reference number
THE BUYER:	Insert Buyer's name
BUYER ADDRESS	Insert business address
SUPPLIER REFERENCE	PSN[tbc]
THE SUPPLIER:	Nominet UK
SUPPLIER ADDRESS:	Minerva House, Edmund Halley Road, Oxford Science Park Oxford OX4 4DQ
REGISTRATION NUMBER:	03293859
DUNS NUMBER:	45-857-7871

Call-Off reference – Populated by the Buyer. This is the Buyers own reference, usually a unique reference which will identify this specific contract and assist with tracking the contract and then on an on-going basis through invoices. For example, this could be your Purchase Order.

The Buyer – Populated by the Buyer. This is the name of the Buyer organisation.

Buyer address – Populated by the Buyer. This is the registered business address of the Buyer organisation.

Supplier reference – Populated by the Supplier. The Suppliers own reference, this is a unique reference which will identify this specific contract and assist the Supplier and CCS with tracking this specific contract and reporting invoicing via the Management Information requirements.

The Supplier – Pre-populated. The Supplier's name.

Supplier address - Pre-populated. The Supplier's registered address.

Registration number - Pre-populated. The Supplier's registration number.

DUNS number - Pre-populated. The Supplier's DUNS number.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **Insert date of issue.**

It's issued under the Framework Contract with the reference number RM6167 for the provision of PSN Core Services.

CALL-OFF LOT(S):

Lot 1 PSN DNS Services

Order Form date of issue - Populated by the Supplier. This is the date the Supplier issues the Order Form to the Buyer for completion.

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:

Call-Off Incorporated Terms - The Order Form lists the documents that are incorporated in the Call-Off Contract in order of precedence.

The listed Schedules are mandatory for the Call-Off Contract with the exception of the Call-Off Schedules highlighted in "yellow" which are optional as appropriate to the Buyer and End Customer organisations.

There are five optional Call-Off Schedules for RM6167;

1. **Call-Off Schedule 17 (MOD Terms)** - Use this Schedule if you are an MOD (Ministry of Defence or Defence Infrastructure) Buyer and require the additional terms within this schedule to be applied to your Call-Off Contract. You will need to complete Annex 1 as appropriate.
2. **Call-Off Schedule 15 (Call-Off Contract Management)** - Before selecting this schedule you must review the schedule alongside the Framework Schedule 4 (Framework Management) which for many Buyers will provide a sufficient level of Contract Management.
3. **Call-Off Schedule 18 (Background Checks)** - Use this Schedule where Supplier Staff must be vetted before working on Contract. You will need to complete Annex 1 as appropriate. Please note that it is not anticipated that Supplier resources will be working at Buyer sites and that the Security Policy and Specification include core security requirements.
4. **Call-Off Schedule 19 (Scottish Law)** - Use this Call-Off Schedule to adapt the Core Terms and Schedules so that the Call-Off Contract is under Scottish Law.
5. **Call-Off Schedule 21 (Northern Ireland Law)** - Use this Call-Off Schedule to adapt the Core Terms and Schedules so that the Call-Off Contract is under Northern Ireland Law.



When completing your Order Form in DocuSign the optional Call-Off Schedules will be defaulted to “not applicable” and you will need to select the Schedules individually from the drop down box for them to apply to your Call-Off Contract.

Call-Off Schedule 23 (Supplier-Furnished Terms) – Currently there are no additional non-COTS Software and COTS Software terms for these Services.

Framework Schedule 2 (Framework Tender) – This Schedule is published as a redacted document due to the content being commercially sensitive information. The full specification of the Services is detailed in Framework Schedule 1 Part 1 - Specification for the PSN DNS Service.

CALL-OFF START DATE	1 st December 2020
SERVICE COMMENCEMENT DATE	31 st January 2021 (scheduled)
CALL-OFF EXPIRY DATE	Second anniversary of the Service Go-Live Date
CALL-OFF INITIAL PERIOD	Two years from the Service Go-Live Date
CALL-OFF OPTIONAL EXTENSION PERIOD	First Call Off Optional Extension Period is 12 months from Call Off Expiry Date Second Call Off Optional Extension Period is 12 months from the end of the First Call Off Optional Extension Period

Call-Off Start Date – Pre-populated. The start date of the Call-Off Contract will be 1st December 2020.

Service Commencement Date – Pre-populated. This is the date when the Supplier will commence delivery of the Services to the relevant Buyer and its End Customers and is scheduled as midnight on 31st January 2021. Services will be chargeable from 1st February 2021.

Call-Off Expiry Date – Pre-populated. The expiry date of the Call-Off Contract.

We expect the Service Go-Live Date to be the same date as the Service Commencement Date. Where the Service Go-Live Date is 31st January 2021 the Call-Off Expiry Date is 31st January 2023 and Services will cease on this date.

Call-Off Initial Period - Pre-populated. The period in years of the duration of the Call-Off Contract, this is the two year period between the Service Go-Live Date and the Call-Off Expiry Date.

Call-Off Optional Extension Period - Pre-populated. The period in months the Buyer can extend the Contract by giving the Supplier no less than 3 Months' written notice before the end of the contract.

PRECONDITIONS TO RECEIPT OF THE DELIVERABLES

The Supplier shall commence delivery of the Deliverables from the Service Commencement Date which is subject to the Supplier satisfying the following preconditions, namely, that the delivery of the Deliverables shall not commence before the Supplier has satisfied all relevant obligations under:

- (i) the Framework Schedule 1 Annex 1 (Implementation Plan and Testing),
- (ii) the Security Architectural Review requirements arising from Joint Schedule 14 (Security), and
- (iii) the Buyer and each End Customer to be provided with the Deliverables under this Contract must have first signed or otherwise acknowledged and agreed to comply with the CCS Approved End Customer Terms and Conditions of Use.

If the Supplier does not satisfy these preconditions before the scheduled Service Commencement Date such that delivery of the Deliverables cannot commence on the scheduled Service Commencement Date this shall be a material Default.

Preconditions to receipt of the Deliverables – these are the obligations that must be satisfied by the Supplier before they will commence delivery of the Services to the relevant Buyer and its End Customers.



The specification for the PSN DNS service is detailed in Framework Schedule 1 Part 1 (Specification for the PSN DNS Service) and is available to be downloaded from the [RM6167 webpage](#) under the 'documents section'.

CCS Approved End Customer Terms and Conditions of Use.

The Buyer confirms a copy of the CCS Approved End Customer Terms and Conditions of Use have been made available to it, and that the Buyer and each End Customer accessing the Deliverables under this Call-Off Contract acknowledge and agree to comply with the CCS Approved End Customer Terms and Conditions of Use.

CCS Approved End Customer Terms and Conditions of Use – When you request an Order Form from the Supplier you will be sent a copy of the terms and conditions of use.

The process of completing and signing the Order Form confirms that the Buyer and its End Customers listed in the Order Form acknowledge and agree to comply with the CCS Approved End Customer Terms and Conditions of Use.



The Buyer must request an Order Form directly from the Supplier, Nominet, by sending an email to psnregister@nominet.uk

PSN COMPLIANCE CERTIFICATE

Either insert The Buyer, and each End Customer accessing the Deliverables under the Call-Off Contract, has a valid PSN Compliance Certificate.

Or insert The Buyer, and each End Customer, is working towards achieving a valid Certificate within 12 months from 1st December 2020.

Or insert The Buyer, and each End Customer, is a central government department and alternative arrangements are in place.

PSN Compliance Certificate – The process of completing and signing the Order Form confirms that the Buyer and its End Customers listed in the Order Form have a valid PSN Compliance Certificate or is working towards achieving a valid certificate.

Further information on PSN Compliance is available [here](#).

CALL-OFF DELIVERABLES

Part 1 Deliverables (PSN DNS Services)

See details in Framework Schedule 1 (Specification)

MAXIMUM LIABILITY

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

Call-Off Deliverables – Pre-populated. The full specification of the Deliverables are found in Framework Schedule 1 Part 1 (Specification for the PSN DNS Service) which can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

Maximum Liability – Pre-populated. How much the Buyer and Supplier can be held responsible for, including the limitation of liability is set out in the Core Terms, Clause 11. The Core terms can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

CALL-OFF CHARGES

Framework Schedule 3 (Framework Prices Charges) Annex 1 (Pricing Mechanism, Framework Prices and Charges) paragraph 2 states that CCS shall notify the Supplier of the Charges applicable to the Buyer within thirty (30) days of the Service Go-Live Date.

The Supplier shall notify the Buyer of the Call Off Charges for the Call Off Initial Period within 35 days of the Service Go-Live Date.

The Buyer agrees that the Call Off Charges notified by the Supplier shall be added to Call Off Schedule 5 (Pricing Details) and that such update shall not require a Variation Form as such update shall not constitute a change to the Contract.

Following such notification of the Call Off Charges to the Buyer by the Supplier, Changes to the Charges are only possible as detailed in Paragraphs 4, 5, 6 and 7 of Framework Schedule 3 (Framework Prices and Charges).

Call-Off Charges – Within 35 days of the Service Go-Live Date the Buyer will be provided with the Call-Off Charges for the Call-Off Initial Period (this is the two year period between the Service Go-Live Date and the Call-Off Expiry Date).

The PSN DNS service is provided by the Supplier at a fixed total annual price for the whole service for all End Customers, information on how this price is built is available in Framework Schedule 3 (Framework Prices & Charges). The Call-Off Charges for each Buyer will be a percentage of the total annual price based on the number of Buyers transferring to the new service and the current PNS DNS charges.

All Buyers are expected to have arrangements in place to move off the PSN and the PSN DNS at the end of the Call-Off Contract Initial Period.

Should a Buyer need to extend the Contract for the Call-Off Optional Extension Period they will be provided with the Call-Off Charges before the extension period commences, it is expected that these extension charges will be significantly greater.

PAYMENT METHOD

BACS

Payment Method – Pre-populated. The method for the Buyer to pay invoices is BACS. A “Supplier set up fact sheet” is available from Nominet please contact psnregister@nominet.uk

COMMUNITY CHARGE

Ten per cent (10%) of all Call-Off Charges for Deliverables received by Buyers and End Customers under this Call-Off Contract is payable by the Buyer to CCS and shall be paid to the Supplier as a separate itemised cost on the Supplier's invoice and paid by the Payment Method detailed above

Community Charge – This charge is in addition to the Call-Off Charge and is calculated as 10% of the total Call-Off Charges for the Deliverables paid by the Buyer.

BUYER'S INVOICE ADDRESS:

Insert name

Insert role

Insert email address

Insert address

BUYER'S AUTHORISED REPRESENTATIVE

Insert name

Insert role

Insert email address

Insert address

BUYER'S TECHNICAL POINT OF CONTACT (POC) to register to use the service.

Insert name

Insert role

Insert email address

Insert address

Buyer's invoice address – Populated by the Buyer. Update here all the contact information that the Supplier requires to send their invoices to you.

Buyer's Authorised Representative - Populated by the Buyer. The contact within your organisation that will be the contact for the Supplier in respect of the Call-Off Contract.

Buyer's technical POC – Populated by the Buyer. The contact within your organisation that will be the contact for the Supplier in respect of the technical aspects of the Deliverables.

BUYER'S ENVIRONMENTAL POLICY

Either insert details Document name [version] [date] [available online at:]

Or insert Appended at Call-Off Schedule X

Or insert Not applicable as Supplier will not be working at Buyer's site

Buyer's environmental policy – Populated by the Buyer. Please refer to the Core Terms Clause 30 (Environment) which requires the Buyer to provide a current environmental policy if a supplier is working on site. It is not anticipated that the Supplier will be working at the Buyer's site.

END CUSTOMERS

Either insert The Buyer will be the only End Customer for the Service provided under this Call-Off Contract

Or insert Details of each End Customer to be provided with the Deliverables by the Supplier under the Call-Off Contract between the Supplier and the Buyer are: **insert** details below:

- (a) [Name address and contact details of End Customer 1] [Services to be provided] [Duration]
- (b) [Name address and contact details of End Customer 2] [Services to be provided] [Duration]

End Customers – Populated by the Buyer. If under their Call-Off Contract the Buyer offers access to the Deliverables for other End Customers, the details of each End Customer must be entered into the Order Form here.

Each End Customer listed must;

- i. acknowledge and agree to comply with the End Customer Terms and Conditions of Use of the Services; and
- ii. have a valid PSN Compliance Certificate.

SERVICE LEVELS AND SERVICE CREDITS

Service Levels and Service Credits applicable to this Call-Off Contract are detailed in Joint Schedule 15.

The **Service Period** is One (1) Month.

Service Levels and Service Credits – Pre-populated. Details of the Service Levels and Service Credits are found in Joint Schedule 15 (Service Levels) which can be downloaded from the [RM6167 webpage](#) under the 'documents section'.

SUPPLIER'S AUTHORISED REPRESENTATIVE**Insert** name**Insert** role**Insert** email address**Insert** address**SUPPLIER'S CONTRACT MANAGER****Insert** name**Insert** role**Insert** email address**Insert** address

Buyer's Authorised Representative - Populated by the Supplier. The Supplier's representative with respect to the Framework Contract.

Buyer's Contract Manager - Populated by the Supplier. The person appointed by the Supplier to oversee the operation of the Call-Off Contract.

PROGRESS REPORT FREQUENCY

The Supplier will conduct monthly Buyer communication events in accordance with Framework Schedule 4.

PROGRESS MEETING FREQUENCY

The Supplier will conduct monthly Buyer communication events in accordance with Framework Schedule 4.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information as set out in Joint Schedule 4 (Commercially Sensitive Information)

Progress Report Frequency and Progress Meeting Frequency – Pre-populated. The frequency of Supplier reporting and meetings with the Buyer community.

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

Both parties to sign and date the completed Order Form to finalise the Call-Off Contract.

5. Contact us

Crown Commercial Service (CCS)



gcfwithdrawal@crowncommercial.gov.uk



0345 410 222

Nominet



psnregister@nominet.uk

