**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER: **[Insert** if known]

SID4GOV ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

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 RM6204 for the provision of Rail Legal Services.

OPTIONS FOR ORDERING DELIVERABLES

[**Buyer Guidance:** The Buyer may Order Deliverables from the Supplier using either OPTION A (Order Form only) in which case it must delete Option 2 and Appendix 1 below, or OPTION B (Statements of Work) in which case please delete Option 1 and complete Appendix 1 below.]

[**OPTION A** (Order Form only) – The Buyer shall use the Order Form to Order the Deliverables. All references in this Contract to Statements of Work shall either not apply or will be read of referring to the Order Form, as the context requires.]

[**OPTION B** (Order Form and Statements of Work)

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contact is executed, oblige the Buyer to buy or the Supplier to supply Deliverables. The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules). Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier’s Call-Off Contract.]

CALL-OFF LOT(S):

**[Insert** the relevant lot numbers **or insert** Not applicable]

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) RM6204
3. Framework Special Terms

[**Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]

1. The following Schedules in equal order of precedence:

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the Framework Contract. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for RM6204
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + [Joint Schedule 6 (Key Subcontractors) ]
  + [Joint Schedule 7 (Financial Difficulties) ]
  + [Joint Schedule 8 (Guarantee) ]
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility) ]
* Call-Off Schedules for **[Insert** Call-Off reference number]
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + [Call-Off Schedule 5 (Pricing Details) ]
  + [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 11 (Installation Works) ]
  + [Call-Off Schedule 12 (Clustering) ]
  + [Call-Off Schedule 13 (Implementation Plan and Testing) ]
  + [Call-Off Schedule 14 (Service Levels) ]
  + [Call-Off Schedule 15 (Call-Off Contract Management) ]
  + [Call-Off Schedule 16 (Benchmarking) ]
  + [Call-Off Schedule 17 (MOD Terms) ]
  + [Call-Off Schedule 18 (Background Checks) ]
  + [Call-Off Schedule 19 (Scottish Law) ]
  + [Call-Off Schedule 20 (Call-Off Specification) ]
  + [Call-Off Schedule 23 (HMRC Terms) ]
  + Call-Off Schedule 24 (Special Schedule)
  + [Call-Off Schedule 25 (Secondment Agreement Template) ]

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6204
3. [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:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules; or none]

[Special Term 1 - Core Terms - a new Clause 3.3.9 shall be inserted as follows:

*“The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer’s Authorised Representative before advising the Buyer on:*

*(a) Retained EU law (including State aid and public procurement); or*

*(b) public law (including national security); or*

*(c) the Employment Regulations; or*

*(d) any other issue as may be notified to the Supplier from time to time by the Buyer’s Authorised Representative,*

*and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer’s Authorised Representative, any advice given to the Buyer”*.]

[Special Term 2. ]

[Special Term 3. ]

[None]

CALL-OFF START DATE: **[Inset** Day Month Year]

CALL-OFF EXPIRY DATE: **[Inset** Day Month Year]

**[OR** On completion of the Deliverables]

CALL-OFF INITIAL PERIOD: **[Insert** Years, Months]

CALL-OFF OPTIONAL EXTENSION PERIOD: **[Insert** Years, Months]

CALL-OFF CONTRACT VALUE: [**Insert** Contract value]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Place of Performance][relevant Jurisdiction][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

CONFLICT OF INTEREST

[**Buyer guidance**: consider whether any particular arrangements in respect of COI apply, and whether any mitigating steps (such as the establishment of ethical wall arrangement) are to be required of the Supplier]

CONFIDENTIALITY

[**Buyer guidance**: Consider whether any particular arrangement in respect of confidentiality are to apply. If any additional measures are required, they should be included here]

IPR

[**Buyer guidance**: Clause 9 (IPRs) assigns all IPRs in the outputs from the Deliverables to the Supplier, with a licence from the Supplier to the Buyer to use, transfer and sub-licence such rights. If the Buyer requires an alternative arrangement in respect of IPRs, these should be specified here]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted.]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 Months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables, including pricing mechanism and unit on an:

* (a) Hourly Rate; (b) Time and Materials, (c) Capped Price; (d) Fixed Price; and/or (e) any combination of the above for the applicable grades being used.

[If the Supplier has provided an Estimate of Charges for the Deliverables and these are to be provided using Hourly Rates, this should be set out here, together with the assumptions (if any) which apply to the estimate.]]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5(if used) in Framework Schedule 3 (Framework Prices)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Indexation]
* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

[VOLUME DISCOUNTS

Where the Supplier provides Volume Discounts, the applicable percentage discount (set out in Call-Off Schedule 3 (Pricing Details) and, where appropriate, each Statement of Works) shall be applied by the Supplier to all or the specified parts of the Charges in accordance with the Buyer’s requirements for the provision of Deliverables on and from the date and time specified when the applicable Volume Discount threshold or trigger event is met and for the period of time specified in the Call-Off Contract and, if applicable, each Statement of Work, in accordance with Paragraphs 8 and 9 of Framework Schedule 3. ]

REIMBURSABLE EXPENSES

[**Insert** None **or insert** Recoverable as stated in the Call-Off Contract]

DISBURSEMENTS

[**Insert** Payable / Not Payable]

ADDITIONAL TRAINING CHARGE

[**Insert** any additional paid training forming part of the Deliverables]

SECONDMENT CHARGE

**[Insert** Secondment charges if the requirement is known. If a Secondee requirement arises during the Contract Period, it can be dealt with using the Variation Procedure and Joint Schedule 2 (Variations) and Call-Off Schedule 25 (Secondment Agreement Template)]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

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 ENVIRONMENTAL POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

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]

PROGRESS REPORT FREQUENCY

**[Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF

[Repeat as necessary:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

**[Insert** contract details]]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

SERVICE CREDITS

**[Insert** Not applicable]

[**or insert** Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: **[Insert** £value].

The Service Period is: **[Insert duration:** one Month]

A Critical Service Level Failure is: [**Buyer** to define]

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[**Insert** Not applicable **or insert** The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statements of Work. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

**Appendix 1**

[**Insert** The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[**Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

**Annex 1 (Template Statement of Work)**

|  |  |
| --- | --- |
| 1. **STATEMENT OF WORK (“SOW”) DETAILS** | |
| Upon execution, this SOW forms part of the Call-Off Contract (reference below).  The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.  All SOWs must fall within the Specification and provisions of the Call-Off Contact.  The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing. | |
| **Date of SOW:** |  |
| **SOW Title:** |  |
| **SOW Reference:** |  |
| **Call-Off Contract Reference:** |  |
| **Buyer:** |  |
| **Supplier:** |  |
| **SOW Start Date:** |  |
| **SOW End Date:** |  |
| **Duration of SOW:** |  |
| **Subcontractors** |  |

| 1. **CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| --- | --- |
| **SOW Deliverables Background** | *[Insert details of which elements of the Deliverables under the Call-Off Contract this SOW will address].* |
| **Delivery phase(s)** | *[Insert item and nature of Delivery phase(s)].* |
| **Overview of Requirement** | *[Insert details].* |
| **Accountability Models** | *[Insert details of the Accountability Model(s) that shall be used under this Statement of Work].* |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. **BUYER REQUIREMENTS – SOW DELIVERABLES** | | | |
| **Outcome Description** |  | | |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |
| **MS01** |  |  |  |
| **MS02** |  |  |  |
|  |  |  |  |
| **Delivery Plan** |  | | |
| **Dependencies** |  | | |
| **Supplier Resource Plan** |  | | |
| **Security Applicable to SOW** | [Insert details]. | | |
| **Standards Applicable to SOW** | From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work:   * **[insert]** | | |
| **Additional Requirements** | **Annex 1 –** Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work. | | |
| **Key Supplier Staff** | |  |  |  |  | | --- | --- | --- | --- | | **Key Role** |  | **Key Staff** | **Contract Details** | |  |  |  |  | |  |  |  |  | |  |  |  |  | | | |
| **[SOW Reporting Requirements:]** | **[**Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:   |  |  |  |  | | --- | --- | --- | --- | | **Ref.** | **Type of Information** | **Which Services (or part) does this apply to?** | **Required regularity of Submission** | | **1.** | [insert] | | | | 1.1 | [insert] | [insert] | [insert] |   **]** | | |

|  |  |
| --- | --- |
| 1. **CHARGES** | |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:   * [Hourly Rate] * [Time and Materials] * [Capped Price] * [Fixed Price] * [A combination two or more of the above.]   ***[Buyer to select as appropriate for this SOW]***  The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **[Volume Discounts]** | [insert Volume Discount and Volume Threshold requirements, including when it is triggered/met, relates to what Deliverables and over what period] |
| **Financial Model** | [Supplier to insert its financial model applicable to this SOW] |
| **Reimbursable Expenses** | Where agreed, Reimbursable Expenses are capped at [[ ] percent][£ [AMOUNT]] of Charges payable under this Statement of Work. |

|  |  |
| --- | --- |
| 1. **SIGNATURES AND APPROVALS** | |
| **Agreement of this SOW**  BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding the Parties: | |
| **For and on behalf of the Supplier** | |  |  | | --- | --- | | Name  and title |  | | Date |  | | Signature |  | |
| **For and on behalf of the Buyer** | |  |  | | --- | --- | | Name  and title |  | | Date |  | | Signature |  | |

**ANNEX 1**

**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the content of Annex 1 of that Schedule does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 of this Statement of Work shall be amended as set out below and the following table shall be incorporated into the Statement of Work and apply to the Processing activities undertaken under this Statement of Work only:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW]

| **Description** | **Details** |
| --- | --- |
| Identity of Controller for each Category of Personal Data | **[The Buyer is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:   * ***[Insert*** *the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Buyer]]*   **[The Supplier is Controller and the Buyer is Processor**  *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph* 2 *to paragraph 15* *of the following Personal Data:*   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]]*   **[The Parties are Joint Controllers**  *The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:*   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]]*   *[***The Parties are Independent Controllers of Personal Data**  *The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:*   * *Business contact details of Supplier Personnel for which the Supplier is the Controller,* * *Business contact details of any* *directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under the Contract) for which the Buyer is the Controller,* * ***[Insert*** *the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer] ]*     ***[Guidance*** *where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]* |
| Duration of the Processing | *[Clearly set out the duration of the Processing including dates]* |
| Nature and purposes of the Processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]* |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |