**Framework Schedule 6B (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 RM6221 for the provision of Digital Capability for Health Deliverables.

In this Call-Off Contract, a reference to a Call-Off Schedule numbered “X”, shall (where applicable) be interpreted as a reference to that Call-Off Schedule “X”**B**. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as referring to Call-Off Schedule 5B (Pricing Details and Expenses Policy).

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 Contract 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 6B (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 SERVICE PROVISION(S)**

**[Insert** the relevant Service Provision(s) from Framework Schedule 1 (Specification)]

**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) RM6221
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]

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 agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for RM6221
  + 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 RM6221
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5B (Pricing Details and Expenses Policy)
  + 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 9B (Security)
  + Call-Off Schedule 10B (Exit Management)
  + [Call-Off Schedule 13B (Implementation Plan and Testing) ]
  + [Call-Off Schedule 14 (Services Levels) ]
  + [Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]
  + [Call-Off Schedule 15B (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 21 (Northern Ireland Law)  ]
  + [Call-Off Schedule 25 (Ethical Walls Agreement) ]
  + [Call-Off Schedule 26 (Licence to Occupy) ]

1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6221
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

*“For the purposes of Clause 15.5 of the Core Terms, disclosure of information on a confidential basis shall be subject to Section 9 of the National Health Service Act 2006, where it is recognised that a public health service body does not, in accordance with that Act, put in place binding confidentiality agreements and that, where the Buyer is such a public health service body, it shall only be required to notify any public sector recipient of any confidential information that it is classed as confidential.”]*

[Special Term 2. ]

[Special Term 3. ]

[None]

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

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

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

CALL-OFF OPTIONAL

EXTENSION PERIOD: [**Insert** Year(s), Month(s)]

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): [**Insert** Month(s)]

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][Delivery date][Location] [Details]]

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

**BUYER’s STANDARDS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

[**Insert** Buyer’s additional Standards].

**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]

[Option B: Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5B (Pricing Details and Expenses Policy):

1. Capped Time and Materials (CTM)
2. Incremental Fixed Price
3. Time and Materials (T&M)
4. Fixed Price
5. A combination of two or more of the above Charging methods.]

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. 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)]

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5B (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

**REIMBURSABLE EXPENSES**

[See Expenses Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses Policy)] [None]

**PAYMENT METHOD**

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

**BUYER’S INVOICE ADDRESS:**

[**Insert** name]

**[Insert** role]

**[Insert** phone]

[**Insert** email address]

**[Insert** address]

**BUYER’S AUTHORISED REPRESENTATIVE**

[**Insert** name]

**[Insert** role]

**[Insert** phone]

[**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 9B (Security)]]

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

[**Insert** name]

**[Insert** role]

**[Insert** phone]

[**Insert** email address]

**[Insert** address]

**SUPPLIER’S CONTRACT MANAGER**

[**Insert** name]

**[Insert** role]

**[Insert** phone]

[**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]

**[AND/OR] [BALANCED SCORECARD]**

**[or Insert** See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]

**MATERIAL KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

|  |  |  |
| --- | --- | --- |
| **Material KPIs** | **Target** | **Measured by** |
|  |  |  |
|  |  |  |

**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 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 Statement of Works. 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 6B (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:** |  |
| **Key Personnel (Buyer)** |  |
| **Key Personnel (Supplier)** |  |
| **Subcontractors** |  |

|  |  |
| --- | --- |
| 1. **CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| **SOW Deliverables Background** | *[Insert details of which elements of the Deliverables this SOW will address].* |
| **Delivery phase(s)** | *[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].* |
| **Overview of Requirement** | *[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].* |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:*  Sole Responsibility:  Self Directed Team:  Rainbow Team: |

|  |  |  |  |
| --- | --- | --- | --- |
| 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:** | The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9B (Security).  **[**If different security requirements than those set out in Call-Off Schedule 9B (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:  *[insert if necessary]* **]** | | |
| **SOW Standards** | [Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6B (Order Form Template, SOW Template and Call-Off Schedules)] | | |
| **Performance Management** | [Insert details of Material KPIs that have a material impact on Contract performance]   |  |  |  | | --- | --- | --- | | **Material KPIs** | **Target** | **Measured by** | |  |  |  | |  |  |  |   [Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard] | | |
| **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 Paragraph 6 of Call-Off Schedule 15B (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 does this requirement 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:   * [Capped Time and Materials] * [Incremental Fixed Price] * [Time and Materials] * [Fixed Price] * [2 or more of the above charging methods]   ***[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. |
| **Rate Cards Applicable** | ***[Insert*** *SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5B (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]* |
| **Financial Model** | [Supplier to insert its financial model applicable to this SOW] |
| **Reimbursable Expenses** | [See Expenses Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses Policy) ]  [Reimbursable Expenses are capped at [£[Insert] [**OR** [**Insert**] percent ([X]%) of the Charges payable under this Statement of Work.]  [None]  *[Buyer to delete as appropriate for this SOW]* |

|  |  |
| --- | --- |
| 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 on 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 contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall 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 Relevant Authority 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 Relevant Authority 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 Relevant Authority]*   **The Supplier is Controller and the Relevant Authority is Processor**  *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority 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 Relevant Authority 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 Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority 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 Relevant Authority 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 Relevant Authority]*     ***[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]* |