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

**Order Form**

CALL-OFF REFERENCE: 710940450

THE BUYER: Ministry of Defence

BUYER ADDRESS Marlborough Lines

Monxton Road

Andover

Hampshire

SP11 8HJ

THE SUPPLIER: Worldwide Language Resources Ltd

SUPPLIER ADDRESS:25 High Street

High Wycombe

HP11 2AG

REGISTRATION NUMBER:<redacted>

DUNS NUMBER: <redacted>

SID4GOV ID:Not Known

APPLICABLE FRAMEWORK CONTRACT

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

**29 FEB 2024**

It is issued under the Framework Contract with the reference number RM6141 for the provision of language services.

CALL-OFF LOT(S):

Lot 5M: Regional Managed Service Overseas and UK

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) RM6141
3. The following Schedules in equal order of precedence:

* Joint Schedules for RM6141
  + Joint Schedule 1 (Definitions)
  + 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 RM6141
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement) – only as far as it is detailed in Call-Off Schedule 20: Specification.
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 14 (Service Levels) – only as far as it is detailed in Call-Off Schedule 20: Specification.
  + 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 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6141
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 Contract will also operate subject to the following MOD DEFCONS:

DEFCON 76 Contractor’s Personnel at Government Establishments

DEFCON 532A Protection of Personal Data

DEFCON 539 Transparency

DEFCON 611 Issued Property

DEFCON 660 Official-Sensitive Security Requirements

The following Special Terms are incorporated into this Call-Off Contract: None

CALL-OFF START DATE: **01 MAR 2024**

CALL-OFF EXPIRY DATE: **09 APR 2024**

CALL-OFF INITIAL PERIOD: N/A

CALL-OFF DELIVERABLES

**See details in Call-Off Schedule 20 (Call-Off Specification)**

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£44,144.64 (EX VAT)Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

**See details in Call-Off Schedule 5 (Pricing Details)**

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment for Supplier Deliverables will be made by EXOSTAR.

Prior to submitting any claims for payment, the Supplier will be required to register their details on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool via the current supported CP&F gateway, if not already registered.

Where the Supplier submits an invoice to the Authority in accordance with CP&F instructions, the Authority will consider and verify that invoice in a timely fashion.  Payment of undisputed invoices will be made within 30 calendar days.

BUYER’S INVOICE ADDRESS:

<redacted> Army Commercial

Army HQ, Blenheim Building

Marlborough Lines

Monxton Road

Andover

Hampshire

SP11 8HJ

All payments and invoices will be submitted through Contract Purchasing and Finance system.

BUYER’S AUTHORISED REPRESENTATIVE

<redacted>

BUYER’S ENVIRONMENTAL POLICY

The Service Provider shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

BUYER’S SECURITY POLICY

As per Call-Off Schedule 9 (Security) and DEFCONs 76: Contractor’s Personnel at Government Establishments and 660: Official-Sensitive Security Requirements.

SUPPLIER’S AUTHORISED REPRESENTATIVE

<redacted>

SUPPLIER’S CONTRACT MANAGER

<redacted>

PROGRESS REPORT FREQUENCY

Post completion report.

PROGRESS MEETING FREQUENCY

Ad hoc, as agreed with customer representative.

KEY STAFF

<redacted>

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 – Commercially Sensitive Information.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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)]

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: | <redacted> | Name: | <redacted> |
| Role: | Operations Director | Role: | MCD Commercial |
| Date: | 01/03/2024 | Date: | 01/03/2024 |