

APPENDIX 4 of Schedule 8.2

of Crown Commercial Service Framework RM3707 "Front Office Counters Service" ("FOCS")

Call Off Order Form

CALL OFF AGREEMENT Reference Number: PS/23/205

This Call Off Agreement is dated 11 December 2023

This Call Off Agreement is agreed between:

THE SECRETARY OF STATE FOR TRANSPORT acting through the Driver and Vehicle Licensing Agency whose principal office is at Longview Road, Morriston, Swansea SA6 7JL ("**Authority**") and the Contractor (each a "**Party**" and, together, the "**Parties**").

This is a Call Off Agreement under the Single Supplier Framework Agreement for the provision of Front Office Counter Services and other Related Services (the "**Framework Agreement**") and has been agreed pursuant to Clause 2.2 of the Framework Agreement and the Call Off Process.

1. Call Off Term

1.1 The Call Off Term will begin on 01 April 2024 (the "Call-Off Commencement Date") and will continue for an initial term of one year, followed by two sequential optional extensions of one year each, as follows:

- 01 April 2024 to 31 March 2025 ("Year 1")
- 01 April 2025 to 31 March 2026 ("Year 2") – optional extension
- 01 April 2026 to 31 March 2027 ("Year 3") – optional extension

1.2 The Authority may extend the Call Off Term in accordance with Clause 2.11 of the Framework Agreement, and if it does wish to extend shall give the Contractor prior written notice not less than three (3) months before the end of the initial term.

2. Terms of the Call Off Agreement

2.1 Subject to Clause 2.6 of the Framework Agreement, the terms of the Framework Agreement are expressly incorporated by reference into this Call Off Agreement, except as otherwise varied herein.

2.2 All words and expressions defined in the Framework Agreement shall have the same meaning and constructions when used in this Call Off Agreement unless expressly stated otherwise herein. In the event of any conflict between the definition of any word and/or expression as defined in the Framework Agreement and the definition of any word and/or expression as defined in this Call Off Agreement, then the definition of such word and/or expression as

defined in this Call Off Agreement shall prevail. Any defined terms specific to this Call Off Agreement shall be set out at the start of the relevant Annex to this Call Off Agreement.

2.3 Subject to Clause 2.7 of the Framework Agreement, the Parties may agree to vary the terms of the Framework Agreement which are incorporated by reference into this Call Off Agreement, and all such variations shall be documented in Annex 11 (Other Variations) hereof.

2.4 The Contractor confirms that where it is aware that the implementation of this Call Off Agreement may affect other Services provided under the Framework Agreement it has, before the Effective Date of this Call Off Agreement, disclosed the same to the Authority, the Lead Authority and to all other affected Service Recipients.

3. Authority Requirements

3.1 The detailed Authority Requirements applicable to this Call Off Agreement are as set out in Annex 1 hereof.

4. Service Levels and Service Credits

4.1 The Service Levels and Service Credits applicable to this Call Off Agreement, which have been agreed by the Contractor and the Authority pursuant to the Call Off Process (and are based upon and not inconsistent with the Service Levels and Service Credits set out in Annex 2 (Service Levels and Service Credits) of the Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)) are as set out in Annex 2 (Service Levels and Service Credits) hereof.

4.2 The provisions relating to Service Levels and Service Credits which have been amended as appropriate from Schedule 2.2 (Service Levels and Service Credits) of the Framework Agreement are as set out in Annex 2 (Service Levels and Service Credits) hereof.

5. Contractor Solution

5.1 The detailed Contractor Solution applicable to this Call Off Agreement (based upon the outline Contractor Solution in Schedule 4.1 (Contractor Solution) of the Framework Agreement) is as set out in Annex 3 (Contractor Solution) hereof.

6. Authority Responsibilities

6.1 The detailed Authority Responsibilities applicable to this Call Off Agreement are as set out in Annex 4 (Authority Responsibilities) hereof.

7. Implementation

7.1 The Outline Implementation Plan applicable to this Call Off Agreement (developed from the template Outline Implementation Plan in Schedule 6.1 (Implementation Plan) of the Framework Agreement) is as set out in Annex 5 (Outline Implementation Plan) hereof. The Detailed Implementation Plan shall be developed in accordance with Clause 4 (Implementation Plan) of the Framework Agreement and the applicable procedures in Schedule 6.1 (Implementation Plan) thereof.

8. Charges and Invoicing

8.1 The Charges applicable to this Call Off Agreement (based upon the Charges in Schedule 7.1

(Charges and Invoicing) of the Framework Agreement and the Financial Model set out in Schedule 7.5 (Financial Model) of the Framework Agreement, and agreed in accordance with Clause 2.12 of the Framework Agreement) are as set out in Annex 6 (Charges and Invoicing) hereof. These Charges shall be based upon and not inconsistent with the Charges in Annex 6 (Charges and Invoicing) of the Initial Call Off Agreement and the pricing methodology set out in Annex 7 (Financial Model) of the Initial Call Off Agreement. The invoicing procedures applicable to this Call Off Agreement are as set out in Clause 20 (Charges and Invoicing) of the Framework Agreement and, amended as appropriate from Schedule 7.1 (Charges and Invoicing) of the Framework Agreement, in Annex 6 (Charges and Invoicing) hereof.

9. Financial Model

9.1 The detailed Financial Model applicable to this Call Off Agreement (based upon the Financial Model in Schedule 7.5 (Financial Model) of the Framework Agreement) is as set out in Annex 7 (Financial Model) hereof. This Financial Model shall be based upon and not inconsistent with the costing methodology set out in Annex 7 (Financial Model) of the Initial Call Off Agreement.

10. Governance

10.1 The governance applicable to this Call Off Agreement is as set out in Schedule 8.1 (Governance) of the Framework Agreement. The Parties acknowledge that they are bound by the procedures in Schedule 8.1 (Governance) of the Framework Agreement where either Party requests a reference to the Framework Board in accordance with that Schedule 8.1

(Governance).

11. Key Personnel

11.1 The Key Personnel applicable to this Call Off Agreement are as set out in Annex 8 (Key Personnel) hereof. Any change to Annex 8 (Key Personnel) shall be subject to Clauses 31.6 to 31.12 of the Framework Agreement.

12. Pensions

12.1 The pensions provisions and obligations applicable to this Call Off Agreement are set out in Annex 9 (Pensions) hereof.

13. Insurance Requirements

13.1 The insurance requirements applicable to this Call Off Agreement (based upon the template insurance requirements set out in Schedule 2.6 (Insurance Requirements) of the Framework Agreement) are set out in Annex 10 (Insurance Requirements) hereof.

14. Other Variations

14.1 Any other variations to the terms of the Framework Agreement incorporated by reference herein shall be agreed in accordance with Paragraph 2.3 of this Call Off Agreement and shall be documented in Annex 11 (Other Variations) hereof.

15. Step-In Rights

15.1 The provisions of Clause 63 (Step In Rights) of the Framework Agreement shall only apply under this Call Off Agreement to the following Services:

15.1.1 As per Clause 15 of the Initial Call Off Agreement, as set out in Annex 11 below; and

15.1.2 any other Services as may be agreed by the Authority and the Contractor from time to time pursuant to the Change Control Procedure.

15.2 For the avoidance of doubt, other Services to be provided by the Contractor under this Call Off Agreement (which are not listed under this Clause 15) shall not be subject to the right of step in unless otherwise agreed via the Change Control Procedure.

16. Formation of Call Off Agreement

16.1 The execution of this Call Off Order Form by each of the Contractor and the Authority shall create a valid and legally binding contract comprising the Clauses of and Schedules to the Framework Agreement which are stated in Clause 2 (Contracting Capacity and Arrangements for Call Off Agreements) of the Framework Agreement to be incorporated into the Call Off Agreement as amended and supplemented by this Call Off Order Form.

SIGNED for and on behalf of **SECRETARY OF STATE FOR TRANSPORT** acting through the

DRIVER AND VEHICLE LICENSING AGENCY

SIGNED for and on behalf of **POST OFFICE LIMITED**

Signature **redacted under FOIA section 40**

Name **redacted under FOIA section 40**

Position CEO

Date 15/12/2023

Signature **redacted under FOIA section 40**

Name **redacted under FOIA section 40**

Position Senior Assistant Company Secretary

Date 13/12/2023

Annex 1 - Authority Requirements

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 2 - Service Levels and Service Credits

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 3 – Contractor Solution

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 4 – Authority Responsibilities

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 5 - Outline Implementation Plan

N/A

Annex 6 – Charges and Invoicing

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 7 – Financial Model

1. The spreadsheet at Appendix 1 to this Call-Off Agreement shall be the Financial Model for the Term of this Call-Off Agreement and shall supersede all previous FOCS Framework Financial Models agreed between the Authority and the Contractor.
2. **Redacted under FOIA Section 43**
3. **Redacted under FOIA Section 43**
4. **Redacted under FOIA Section 43**
5. **Redacted under FOIA Section 43**
6. **Redacted under FOIA Section 43**
7. **Redacted under FOIA Section 43**

Annex 8– Key Personnel

Contractor Key Personnel	
Name	Role
Redacted under FOIA Section 40	Head of Government Services
Redacted under FOIA Section 40	Senior Product Manager
Redacted under FOIA Section 40	Client Service Manager
Redacted under FOIA Section 40	Senior Finance Analyst
Redacted under FOIA Section 40	Client Settlement Team

Annex 9 – Pensions

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 10 – Insurance Requirements

As per “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” as set out in Annex 11 below.

Annex 11 – Other Variations

1. Previous FOCS Call-Off documentation

All references throughout this Call-Off Agreement to “the FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” refer to the documents listed in Appendix 2 below.

2. Call-off Agreement termination rights

The following amendments to Clause 58 (Termination Rights) of the Framework Agreement shall take effect in this Call-Off Agreement and provide each Party with an additional right of termination for convenience on 6 months’ written notice:

a. Clause 58.7.1 is replaced with the following wording:

“The Authority may terminate a Call Off Agreement for convenience at any time on or after the first (1st) anniversary of the Call-Off Commencement Date on giving at least six (6) months’ written notice to the Contractor. The amount of notice given affects the payments that the Authority is obliged to make as a consequence of termination and this is dealt with in Clause 61 (Payments Made on Termination).”

b. Clause 58.10.1 shall have the word “only” removed, and therefore be read as follows:

“The Contractor may terminate a Call Off Agreement if the Authority is in material breach of its obligation to pay undisputed Charges by giving the Authority ninety (90) days’ written notice specifying the breach and requiring its remedy. The Contractor’s right of termination under this Clause 58.10.1 shall not apply to non-payment of the Charges by the Authority where such nonpayment is due to the Authority exercising its rights under Clause 22 (Recovery of Sums Due).”

c. A new Clause 58.10.2 is added, with the following wording:

“The Contractor may terminate a Call Off Agreement for convenience at any time on or after the first (1st) anniversary of the Call-Off Commencement Date on giving at least six (6) months’ written notice to the Authority. The amount of notice given affects the payments that the Contractor is entitled to as a consequence of termination and this is dealt with in Clause 61 (Payments Made on Termination).”

3. Order of Precedence of terms

The terms of this Call-Off Agreement shall apply in the following strict order of precedence. This order of precedence reflects the chronology in which terms were introduced or amended, such that items higher in this list shall take precedence over items lower in this list:

- a. the terms of this Call-Off Agreement;
- b. Contract Changes made to DVLA’s initial FOCS Call-Off Agreement dated 21-12-2012 (as amended) for which Appendix 2B below confirms the Contract Change is to remain effective, and in reverse order of Change Number (such that Changes with a higher Number take precedence over Changes with a lower Number); and
- c. The terms of DVLA’s initial FOCS Call-Off Agreement dated 21-12-2012 (see Appendix 2A).

4. Transition Services / Exit Management

The Parties expressly acknowledge and agree that paragraph 1.3 of the Impact Assessment Form of Contract Change 072 (see Appendix 2B) shall be deleted and replaced with the following wording:

1.3. POL shall cease the provision of all Services to DVLA (including IDP services) on 31 March 2024 unless otherwise mutually agreed.

The Parties expressly acknowledge and agree new paragraphs 1.4 and 1.5 be added into the Impact Assessment Form of Contract Change 072 (see Appendix 2B) as follows:

1.4 All services and activities related to Exit Management as required in clauses 60 and 62 and Schedule 8.5 of the FOCS Framework Agreement shall be concluded prior to the expiry or termination of the Term of this Call-Off Agreement; and

1.5 Clauses 60.2.4 and 60.2.5 of the FOCS Framework Agreement as well as paragraph 6 of Schedule 8.5 shall not apply to this Call Off-Agreement, and the Contractor shall not be obliged (unless otherwise mutually agreed between the Parties) to enter into any transition or exit management agreements.

Appendix 1 – New Financial Model

See separate attachment, “Appendix 1 - POL DVLA Financial Model 2425 for DVLA v2.xlsx”

Attachment redacted in its entirety under FOIA Section 43

Appendix 2 - Call-Off documentation

“The FOCS Call-Off Agreement between DVLA and Post Office Ltd dated 21-12-2012 (as amended)” incorporates by reference the documents listed in sections A and B below:

A. **Redacted under FOIA Section 43**

B. **Redacted under FOIA Section 43**

