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

**Order Form**

CALL-OFF REFERENCE: ecm\_9889

THE BUYER: Department for Work and Pensions (DWP)

BUYER ADDRESS Peel Park Control Centre, Brunel Way, Blackpool, FY4 5ES

THE SUPPLIER: Allied Publicity Services (Manchester) Limited

SUPPLIER ADDRESS:Chetham House, Bird Hall Lane, Cheadle Heath, Cheshire SK3 0ZP

REGISTRATION NUMBER:681528

DUNS NUMBER:

SID4GOV ID: 21-222-8001

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables.

It’s issued under the Framework Contract with the reference number **RM6170** for the provision of Printed Customer Communications on behalf of DWP.

CALL-OFF LOT(S):

Lot 2

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) **RM6170**
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6170**
	+ 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 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
	+ Joint Schedule 13 (Continuous Improvement)
	+ Joint Schedule 14 (Benchmarking)
	+
* Call-Off Schedules for **RM6170**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer) Part B, Part D as required and Part E
	+ 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) Part B
	+ Call-Off Schedule 10 (Exit Management)
	+ 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 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 23 Consignment Stock Services
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6170**
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:

Special Term 1

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| **“Landed Resources”**  | When the Supplier or its Sub-contractors causes foreign nationals to be brought to the United Kingdom to provide the Services.  |

1.1 The Supplier and any of its Sub-contractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

1.2 Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer data from premises outside the United Kingdom (in accordance with Special Term 1 of the Contract):-

a)  the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer data;

b)  the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Special Term 2

2.1 The Supplier’s Security Management Plan shall take the form of the Information Security Questionnaire provided by the Buyer at Call Off Schedule 9 – Security Part B Annex 2 Security Management Plan

2.2 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the Information Security Questionnaire at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.

Special Term 3

3.1 The Supplier shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Call-Off Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Buyer’s Security Requirements are met (the **Risk Assessment**). The Supplier shall provide the Risk Management Policy to the Buyer upon request within 10 Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer’s Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one calendar month of such request or on a date as agreed by the Parties.

3.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier’s Systems Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Buyer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

3.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer’s Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

3.4 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer’s own risk management processes regarding the Services.

3.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in Special Term 3. Any failure by the Supplier to comply with any requirement of Special Term 3 (regardless of whether such failure is capable of remedy), shall constitute a Default Breach entitling the Buyer to exercise its rights under Clause 10.4.

Special Term 4

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| **“Information Security”**  | 1. the protection and preservation of:
2. the confidentiality, integrity and availability of any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof);
3. related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
4. compliance with all Law applicable to the processing, transmission, storage and disposal of Buyer Assets.
 |
| **“Supplier’s Systems Environment”**  | means any ICT systems provided by the Supplier (and any Sub-contractor) which are or may be used for the provision of the Services.  |
| **“Penetration Test”**  | shall mean a simulated attack on any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).  |

4.1 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier’s Systems Environment and, if requested, the Buyer’s Systems Environment. In relation to such Security Tests, the Supplier shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Supplier’s Systems Environment or in the Buyer’s System Environment or (iii) at the request of the Buyer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Buyer. The Supplier shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Buyer in its absolute discretion.

4.2 The Buyer shall be entitled to send the Buyer’s Representative to witness the conduct of any Security Test. The Supplier shall provide to the Buyer notice of any Security Test at least one month prior to the relevant Security Test.

Special Term 5

|  |  |
| --- | --- |
| “**Cyber Essentials Plus**”  | shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.  |

5.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the “Cyber Essentials Plus Certificate”) in relation to the Services during Call-Off Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

5.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation.  For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Call-Off Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 5.1 (regardless of whether such failure is capable of remedy) shall constitute a Default Breach entitling the Buyer to exercise its rights under Clause 10.4.

Special Term 6

6.1 The Supplier shall be a member of the Cyber Security Information Sharing Partnership during the Call-Off Contract Period. The Supplier shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.

6.2 The Supplier shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier’s Risk Management Policy.

Special Term 7

“Step-In Trigger Event” (a) any event which entitles the Buyer to terminate the Call-off Contract as provided in Clause 10.4.1;

(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

(c) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;

(d) the Buyer being advised by a regulatory body that the exercise by the Authority of its rights under Special Term 7 is necessary;

(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or

(f) a need by the Authority to take action to discharge a statutory duty.

7.1 On the occurrence of a Step-In Trigger Event, the Buyer may serve notice on the Supplier (a “Step-In Notice”) that it will be taking action under this Special Term 7, either itself or with the assistance of a third party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 15). The Step In Notice shall set out the following:

* 1. the action the Buyer wishes to take and in particular the Services that it wishes to control (the “Required Action”);
	2. the Step-In Trigger Event that has occurred and whether the Buyer believes that the Required Action is due to the Supplier's Default;
	3. the date on which it wishes to commence the Required Action;
	4. the time period which it believes will be necessary for the Required Action;
	5. whether the Buyer will require access to the Supplier's premises and/or the Sites; and
	6. to the extent practicable, the impact that the Buyer anticipates the Required Action will have on the Supplier’s obligations to provide the Services during the period that the Required Action is being taken.

7.2 Following service of a Step-In Notice, the Buyer shall:

1. take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
2. keep records of the Required Action taken and provide information about the Required Action to the Supplier;
3. co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to which the Buyer is not assuming control; and
4. act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Buyer's rights under this Special Term 7.

7.3 For so long as and to the extent that the Required Action is continuing, then:

* 1. the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
	2. no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Special Term 7.4 shall apply to Deductions from Charges in respect of other Services; and
	3. the Buyer shall pay to the Supplier the Charges after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.

7.4 If the Supplier demonstrates to the reasonable satisfaction of the Buyer that the Required Action has resulted in:

* 1. the degradation of any Services not subject to the Required Action; or
	2. the non-Achievement of a Milestone,

beyond that which would have been the case had the Buyer not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.

7.5 Before ceasing to exercise its step in rights under this Special Term 7 the Buyer shall deliver a written notice to the Supplier (a “Step-Out Notice”), specifying:

* 1. the Required Action it has actually taken; and
	2. the date on which the Buyer plans to end the Required Action (the “Step-Out Date”) subject to the Buyer being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Special Term 7.6.

7.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Buyer's approval a draft plan (a “Step-Out Plan”) relating to the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

7.7 If the Buyer does not approve the draft Step-Out Plan, the Buyer shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall resubmit the revised plan to the Buyer for the Buyer’s approval. The Buyer shall not withhold or delay its approval of the draft Step-Out Plan Unnecessarily.

Special Term 8

8.1 Where there is a Service Level Failure which the Supplier believes may lead to the Supplier asking to be excused Service Credits the Supplier is required to report this to the Buyer using the Excused Performance Report template included here.



8.2 The Buyer will consider each request and inform the Supplier of its decision using the template.

8.3 The Supplier may only dis-apply these Service Credits if the Buyer has confirmed it’s agreement.

8.4 The Buyers decision is final.

8.5 The Service Level Failure should still be included in Performance Monitoring Reports.

Special Term 9

9.1 Within ninety (90) Working Days from the Call-Off Contract Start Date, the Supplier shall complete the Modern Slavery Assessment Tool (“MSAT”), or share an existing MSAT, the results of which will be reviewed at periodicity to be agreed with the Buyer during the Call-Off Contract Period to reduce the risk of exploitation of workers in the supply chain.

Special Term 10

10.1 The Supplier will provide an annual declaration stating that GDPR requirements have been complied with and the associated audit requirements and processes are in place and available on request.

Special Term 11

11.1 The Supplier shall provide an Equality and Diversity Plan (“**Equality and Diversity Plan**”) within four (4) Months of the Call-Off Contract Start Date.

11.2 Annually on the anniversary of the Call-Off Contract Start Date, the Supplier shall provide an updated Equality and Diversity Plan for review by the Buyer.

11.3 The Equality and Diversity Plan must be specific to the Call-Off Contract and include:

* 1. an overview of the Supplier’s and any Sub-contractor’s policies and procedures for preventing unlawful discrimination and promoting equality of opportunity across all protected characteristics under the Equality Act 2010.
	2. an overview of the Supplier’s and any Sub-contractor’s policies and procedures covering:

i) harassment;

ii) bullying;

iii) victimisation; and

iv) Staff training and development

* 1. details of the way in which the above policies and procedures are, or will be (and by when), communicated to staff;
	2. details of what general equality and diversity related training has been, or will be delivered (and by when), to staff; and
	3. details of what structure and resources are currently directed towards active promotion of equality and diversity within the staff used in the performance of the Supplier’s obligations under this Call-Off Contract, or if not currently in place, what will be put in place and by when.

11.4 The Buyer will consider and must agree the contents of the Equality and Diversity Plan. Any issues will be raised with the Supplier. If an issue relates to a Sub-contractor, the Supplier must raise and resolve the issue with the Sub-contractor.

Special Term 12

**“Buyer’s Contract Manager”** the person identified in the Order Form appointed by the Buyer to oversee the operation of the Call-Off Contract, and any alternative person whom the Buyer may appoint to the role.

12.1 The Buyer's Contract Manager's shall be the primary point of contact to receive communication from the Supplier and will also be the person primarily responsible for:

1. providing information to the Buyer;
2. reviewing costs incurred in respect of this Call-Off Contract, and where additional costs may be incurred, reviewing these costs and providing authority, where appropriate.
3. processing contract variations.

Special Term 13

13.1 The below Annex B1: Supplier Redundancy Costs is added to Part B of Call-Off Schedule 2 (Staff Transfer):

[REDACTED]

CALL-OFF START DATE: **17th March 2022**

CALL-OFF EXPIRY DATE: **16th March 2025**

CALL-OFF INITIAL PERIOD: 36 Months (with the option to extend two or more times to a maximum term of 60 months)

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[REDACTED]

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

The payment method for this Order Form is via BACS.

The Supplier will issue electronic invoices via Basware e-Marketplace Supplier Portal. All invoices must include:

* all appropriate references, including:
* Purchase Order number.
* Contract reference.

Information required by the Buyer to support the validation of an invoice should be e-mailed separately to the Buyer’s Contract Manager, the Buyer’s Project Manager and any other individual notified to the Supplier by the Buyer’s Contract Manager.

BUYER’S INVOICE ADDRESS:

Not Applicable

BUYER’S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER’S CONTRACT MANAGER

[REDACTED]

BUYER’S ENVIRONMENTAL POLICY

As stated in Framework Schedule 1 and Joint Schedule 5

BUYER’S SECURITY POLICY

The policies and standards are on gov.uk for suppliers to access

In addition, the Information Security Questionnaire (ISQ) completed and maintained by the Supplier as part of this Call-Off also applies

SUPPLIER’S QUALITY PLANS

To be developed within 60 workings days of contract commencement.

SUPPLIER’S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER’S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

As stipulated in relevant schedules

PROGRESS MEETING FREQUENCY

As stipulated in relevant schedules

KEY STAFF

As stipulated in Call Off Schedule 7 – Key Supplier Staff

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

SERVICE CREDITS

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

The Service Credit Cap is:

1. In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year 10% of the Estimated Year 1 Call Off Contract Charges; and
2. during the remainder of the Call Off Contract Period, 10% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of 12 Months immediately preceding the Month in respect of which Service Credits are accrued.

The Service Period is: one Month

A Critical Service Level Failure is:

As indicated in Call-Off Schedule 14 – Service Levels

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: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |