
RESTRICTED COMMERCIAL

FRAMEWORK SCHEDULE 4

Part B

MODEL ORDER FORM AND CALL-OFF TERMS

FRAMEWORK SCHEDULE 4

ORDER FORM AND CALL-OFF TERMS

Part 1 - Order Form

This Order Form is issued subject to the provisions of the framework agreement RM1008 entered into between the Authority and the Supplier on **(Insert Date)** for **Seasonal Courier Services ("Framework Agreement")**. The Supplier agrees to supply the Services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-Off Terms, together with the Schedules thereto.

Date	4 September 2013	Order Number	DFE/GQL/001 To be quoted on all correspondence relating to this Order
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FROM

Customer	Standards & Testing Agency Department for Education
Customer's Address	53-55 Butts Road, Earlsdon Park, Coventry CV1 3BH
Invoice Address	Shared Services, Purchase to Pay, 3 rd Floor, Companies House, Crown Way, Cardiff CF14 3UW
Contact Ref:	Name: Pamela Fancourt Address: 53-55 Butts Road, Earlsdon Park, Coventry CV1 3BH Phone: 02476 660023 E-mail: pamelafancourt@education.gsi.gov.uk

TO

Supplier	Parcelforce Worldwide Ltd
Supplier's Address	100 Victoria Embankment, London EC4Y 0HQ
Account Manager	Name: Mark Burdett Address: Parcelforce Worldwide, Lytham House, Caldecotte Lake Drive, Cladecotte, Milton Keynes, MK7 8LE Phone: 01908 687000 / 07843 290617

	E-mail:	mark.burdett@parcelforce.co.uk
	Fax:	N/A

1. TERM
(1.1) Commencement Date 16 October 2013
(1.2) Expiry Date
<p>1.2.1 This Contract shall expire three years after the Commencement Date on: 31 October 2016</p> <p>1.2.1 or</p> <p>1.2.2 four (4) Years after the date hereof;</p> <p>whichever is the earlier, unless terminated earlier pursuant to this Contract, as referred to in Part 2, Clause 4, Contract Period.</p>
(1.3) Extension of the Initial Contract Period
<p>1.3.1 The Customer retains an option to extend the Contract for a further One (1) Year. The Customer may exercise any such option by giving the Supplier notice of its intention to renew not less than three (3) Months prior to the date when this Contract would otherwise expire.</p>

2. SERVICES REQUIREMENTS

(2.1) Services and Deliverables required

Details of any other Optional Services required by the Customer:

The full service delivery requirements for the Seasonal Courier Service is set out in, Schedule 12 – Specification, of this Order Form and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014.

(2.2) Lots under which the above Services are being supplied: NOT APPLICABLE

(2.3) Performance / Premises

The Seasonal Courier Service will need to be provided at all Collation Providers as described in Schedule 12 of this Order Form and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014 (the specification)

(2.4) Standards

Quality Standards

As referred to in the specification (where applicable)

Technical Standards

As referred to in the specification and attached NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014 (where applicable)

(2.5) Outline Security Requirements

As set out Schedule 2, Security Management Plan

Additional Security Requirements

As set out in Schedule 12, Services Specification, Appendix G, Security Policy Framework (SPF) and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

The Suppliers compliance with the Security Requirements are as described in Annex A, Supplier Solution, in response to the Security Questionnaire and specifically in the completed SPF provided in response to Question 6.

(2.6) Disaster Recovery and Business Continuity

Business Continuity and Disaster Recovery Plan to be provided and agreed within 5 working days of contract Award as per A10 of the specification and included at Schedule 5

(2.7) Disaster

Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services or a material part thereof will be unavailable for a period of 2 days or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.

(2.8) Staff Vetting Procedures

As per Schedule 12, Services Specification, paragraph A6.4, Personnel

(2.9) Variations to the Contract

No changes to this Contract (a "Change") shall be valid unless agreed in accordance with the Change Control Procedure set out in Schedule 1. Any proposed change to the method of the performance of the Services by the Supplier shall be first agreed by the Customer.

3. SUPPLIER SOLUTION

(3.1) Supplier Solution

Set out in Annex A

(3.2) Key Personnel

3.2.1 The Parties have agreed to the appointment of the Key Personnel. The Supplier shall and shall procure that any sub-contractor shall obtain the prior Approval of the Customer before removing or replacing any Key Personnel during the Term, and, where possible, at least two (2) months' written notice must be provided by the Supplier of its intention to replace Key Personnel.

3.2.2 The Customer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Supplier or sub-contractor. The Customer may interview the candidates for Key Personnel positions before they are appointed.

3.2.3 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer. The Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced. The Supplier shall ensure that an effective knowledge transfer is performed between the outgoing member of staff and his / her replacement. Copies of all relevant hand over documentation shall be provided to the Customer on request. The Supplier shall ensure that it instigates active deputisation and succession planning for all Key Personnel.

3.2.4 The Customer may also require the Supplier to remove any Key Personnel that the Customer in its reasonable opinion considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

3.2.5 Key Personnel of the Supplier to be involved in the provision of the Services and Deliverables are as follows

I.T Consultant: Paul Jones
Head of Contracts: Eddie Kane

Key Account Manager: Mark Burdett
Contract Manager: Indy Sahota
Board Sponsorship: Helen Wylde, Sales & Marketing

(3.3) TUPE: Transfer of Employees

Option B of Clause 16. of the Terms and Conditions will apply to this Contract.

(3.4) Sub-Contractors to be involved in the provision of the Services and Deliverables

NOT APPLICABLE

(3.5) Security Management Plan

As set out Schedule 2, Security Management and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

(3.6) Relevant Convictions

No Relevant Convictions would prevent the Supplier's staff from being engaged on this contract but the Supplier must ensure that the Staff Vetting Procedures referred to at 2.8 above are complied with.

(3.7) Training

The Supplier is required to provide training to the Supplier's staff and/or the Client's staff as outlined in Schedule 12, Services Specification at paragraphs A5.7 and A6.3.

(3.8) Supplier's inspection of the Premises and Infrastructure

The Supplier will only be required to access loading/unloading/reception areas in provision of this service.

4. SOFTWARE

4.1 Licence to Use Supplier Software and Systems

The Supplier grants to the Customer a royalty-free, non-exclusive, non-transferable, sub-licensable, perpetual and irrevocable licence to use and access any Supplier Software and Systems to the extent necessary to receive the Services during the continuance of this Agreement (including any exit period). The Customer will comply with the Supplier's reasonable security policies and operating procedures current from time to time which are notified in advance and in writing to the Customer.

Where the Supplier proposes to use Software, which will require the Client to enter into a license arrangement, then the conditions listed in Schedule 7, Software Terms category as noted in this table will apply.

			Applicable Terms				
Software	Supplier	Purpose	Gold Licence Terms	Silver Licence Terms	Bronze Licence Terms	COTS Licence Terms	Assigned Software Terms
			√				
			√				
			√				
			√				

5. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(5.1) Implementation Plan and Milestones (including dates for completion)

- 5.1.1 The Supplier provided a draft Implementation Plan ("**Draft Implementation Plan**") as part of its final tender submission in response to the Project and Account Management and Governance Questionnaire, Question 11, from which the key milestones and deliverables, if any, have been extracted into the table below.

Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	Customer Responsibilities (if applicable)	Delay Payments

See Plan included in supporting **STA KS2 Logistics Brief 2014**

(5.2) Approval of Implementation Plan

- 1.1. The Supplier agrees that immediately following the entering into of this Agreement, the Supplier shall work with the Customer and the other Customer contractors to agree appropriate revisions to the Draft Implementation Plan; for the implementation of any new aspect of the service.
- 1.1.1. so as to ensure that it co-ordinates with the implementation plan activities of the Customer and the other Customer contractors; and
- 1.1.2. it is modified to take reasonable account of any reasonable comments which the Customer may have on the Draft Implementation Plan.
- 5.2.2 The Supplier agrees that it shall not refuse to make any reasonable changes to the Draft Implementation Plan which is required by the Customer with a view to ensuring that the Supplier is in a position to provide the Services on and following the Commencement Date.
- 5.2.3 Following approval of the modified Draft Implementation Plan by the Customer (such approval to be entirely at the discretion of the Customer) the modified Draft Implementation Plan shall become the "Implementation Plan".
- 5.2.4 After approval of the Implementation Plan:
- 5.2.4.1 both parties shall perform all respective obligations under the Implementation Plan with a view to ensuring that the Supplier is in a position to provide the Services on and following the Service Commencement Date; and
- 5.4.2.1 such plan shall be maintained and updated on a monthly basis (or as otherwise specified by the Customer) by the Supplier and progress, or otherwise, towards successful implementation reported to the Customer.
- 5.2.5 The Customer shall have the right, at any time, to review the documentation produced by the

Supplier and to request amendments to ensure effective service delivery.

- 5.2.6 If so required by the Customer, the Supplier shall produce a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.
- 5.2.7 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 5.2.8 The Supplier shall perform its obligations so as to Achieve each Milestone by the Milestone Date.
- 5.2.9 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Supplier shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a Milestone by the relevant Milestone Date).
- 5.2.10 If a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Supplier with a Satisfaction Certificate (set out in Schedule 4).
- 5.2.11 No payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this paragraph 5.1 of this Order or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.

5.3 Implementation and Implementation

- 5.3.1 From the Commencement Date the Supplier shall perform the Implementation services referred to at 5.1 in order to ensure that the Supplier is ready to perform Services pursuant to subsequent Orders.
- 5.3.2 The Implementation services shall be divided into a number of discrete obligations referred to as Implementation Milestones and which are specified in the Draft Implementation Plan.
- 5.3.3 The dates by which the Implementation Milestones shall be performed are as specified in the Draft Implementation Plan and shall be referred to as the Due Dates.
- 5.3.4 Each Implementation Milestone shall be performed by the Due Date.
- 5.3.5 The Supplier shall notify the Customer immediately upon becoming aware of any delay or likely delay which might cause the Supplier to fail to perform an Implementation Milestone by the Due Date. In these circumstances, without prejudice to the Customer's rights and remedies, the Customer shall consider, in consultation with the Supplier what steps (if any) might be taken to remedy the situation.

- 5.3.6 The Supplier shall perform any part of a Implementation Milestone that has not been performed by the Due Date and improve the quality of or replace any work done in connection with a Implementation Milestone that does not meet with the reasonable satisfaction of the Customer by implementing the Business Continuity Plan and any appropriate contingencies and counter-measures in the Implementation Plan or otherwise.
- 5.3.7 ~~Acceptance or otherwise of the Supplier's performance of an Implementation Milestone shall be determined in accordance with the provisions of this clause :~~
- 5.3.7.1 upon performance of a Implementation Milestone by the Supplier, the Customer shall undertake a test and review process to determine whether the Implementation Milestone complies with the service requirements ("**Milestone Tests**"). If in the Customer's opinion the Service Milestone fails the Milestone Tests the Supplier shall promptly, and in any event within one (1) Working Days of notice from the Customer, remedy such failure ("**Remedy Process**") and resubmit the Service Milestone to the Customer for testing. At the commencement of the Remedy Process the Supplier shall provide the Customer with full details of the remedies to be implemented and the timetable for implementation ("**Remedy Plan**"). For the purposes of this Contract, the Supplier shall implement the Customer's reasonable recommendations in connection with the Remedy Plan;
- 5.3.7.2 the cycle of submission to Milestone Tests and testing shall be repeated until Acceptance or Rejection which shall have the following meaning:
- i) "**Acceptance**" means the Customer's written notification to the Supplier that a Implementation Milestone complies with the service requirements set out in Schedule 12, Services Specification, to this Contract. For the avoidance of doubt, no other conduct by the Customer (including making payments) shall constitute Acceptance;
- ii) "**Rejection**" means the Customer's notification to the Supplier that the Implementation Milestone has not complied with the service requirements set out in Schedule 12, Services Specification to this Contract;
- 5.3.7.3 if a Implementation Milestone fails three cycles of Milestone Tests, the Supplier shall be in material breach of this Contract and the Customer shall, in its sole discretion, be entitled to exercise its rights of Rejection;
- 5.3.7.4 in the event of a Rejection of an Implementation Milestone:
- i) the Customer shall not be obliged to make any payment instalment associated with such Implementation Milestone;
- ii) the Supplier shall refund all amounts paid by the Customer to the Supplier under this Contract and any prior obligation of the Customer to make payments to the Supplier shall be extinguished; and
- iii) without prejudice to the Customer's other rights and remedies, the Customer may terminate this Contract;
- 5.3.7.5 in the event of Rejection, the Customer shall be entitled, in addition to its other rights under this Contract or in law to use the materials and/or deliverables created by the Supplier pursuant to this Agreement in order to perform or procure

5.3.7.6	<p>from a third party completion of the Implementation Milestone;</p> <p>the terms of this clause regarding performance by the Supplier of its obligations are without prejudice to the Supplier's duty to remedy as soon as is practicable all defects of which the Supplier is aware prior to the Due Date or of which it becomes aware subsequent to the Due Date but before it receives a list of work to be carried out.</p>
(5.2) Testing	<p>As set out in Schedule 4, the Supplier will be required to incorporate Testing of systems and processes into their Implementation Plan as may be applicable.</p>
(5.3) Service Levels and Service Credits	<p>Service Levels:</p> <p>Set out in; Schedule 12, Services Specification, A 5.10 and Appendix H</p> <p>Service Credits:</p> <p>Set out in; Schedule 12, Services Specification, Appendix H</p>
(5.4) Critical Service Failure	<p>Where implementation of the Business Continuity and Disaster Recovery Plan does not restore service provision then this will be considered a critical service failure as defined in respect of Clause 25.13</p>
(5.5) Monitoring	<p>Set out in; Schedule 12, Services Specification, A5, Contract Support Requirements</p>
(5.6) Continuous Improvement, Value for Money and Benchmarking	<p>5.6.1 Further to the Framework Schedule 7, the Supplier shall regularly benchmark the Contract Charges and performance of the Services, against other suppliers providing services substantially the same as the Services during the Contract Period in order to compare the Contract Charges and level of performance of the Services with charges and services offered by third parties so as to provide the Customer with information for comparison purposes.</p> <p>5.6.2 The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph 5.6.1 above.</p> <p>5.6.3 The Customer shall be entitled to disclose the results of any benchmarking of the Contract Charges and provision of the Services to the Authority and other Contracting Bodies.</p> <p>5.6.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 5.6, such information requirements to be at the discretion of the Customer.</p>

6. CUSTOMER RESPONSIBILITIES

(6.1) Customer's Responsibilities

The Customer's Responsibilities are as detailed in Schedule 12, Services Specification and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

(6.2) Customer's equipment

Any Customer equipment to be used in the provision of the service is as detailed in Schedule 12, Services Specification and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

7. CHARGES AND PAYMENT

(7.1) Contract Charges payable by the Customer:

Contract Charges as set out in Schedule 13. £3.88 for each consignment. 42,000 consignments equals total estimated cost of **£162,960.00**

All charges are inclusive of VAT of 20%

(7.2) Invoicing and Payment

The Supplier shall issue invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a Valid Invoice, submitted in accordance with this paragraph 7.2, the payment profile set out in paragraph 7.1 above and the provisions of the Contract.

8. LIABILITY

Subject to the provisions of Clause 24.1 of the Call-Off Contract, the following Conditions will apply.

8 LIABILITY

8.1 Neither Party excludes or limits its liability for:

- 8.1.1 death or personal injury caused by its negligence, or that of its Staff;
- 8.1.2 fraud or fraudulent misrepresentation by it or its Staff; or
- 8.1.3 breach of any obligations as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Services Act 1982; or
- 8.1.4 any claim for breach of confidentiality, loss of data or Intellectual Property Rights infringement; or
- 8.1.5 wilful breach or abandonment of an Order or the Framework Agreement; or
- 8.1.6 any other liability that cannot by law be excluded or limited.

8.2 Subject always to clause 8.1 the liability of either Party for Defaults shall be subject to the

following financial limits:

- 8.2.1 the liability of the Provider for each Default causing the loss of Test Materials shall be limited to the provisions of the service credit regime set out in Schedule 12, Services Specification, Appendix H, Key Performance Indicators and the amendments detailed in the NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014, except that in addition, if the integrity of Test Materials has been compromised in the reasonable opinion of the Authority, the Provider shall:
- 8.2.1.1 collect any compromised Test Materials delivered by the Provider under the terms of this Agreement from the delivery addresses and either destroy them or deliver them to the Authority (or its nominated holding address) as may be instructed by the Authority; and
- 8.2.1.2 re-perform the Services and re-deliver replacement Test Materials to the original delivery addresses free of charge;
- 8.2.2 the aggregate liability of the Provider for all Defaults (other than the loss of Test Materials provided for under paragraph 8.2.1 above) resulting in loss of or damage to the Authority under or in connection with this Framework Agreement and any Order shall be limited to the sums paid or payable by the Authority to the Provider under the Framework Agreement and any Order in the twelve (12) months in which the liability arises;
- 8.2.3 the liability of the Provider for damage to tangible property (which, for the avoidance of doubt, shall not include Test Materials) shall be limited to five million pounds (£5,000,000) per event or series of connected events; and
- 8.2.4 the aggregate liability under the Framework Agreement or any Order of the Authority for all other Defaults shall in no event exceed the sums paid or payable by the Authority to the Provider under the Framework Agreement and any Order in the twelve (12) months in which the liability arises.
- 8.3 Subject to clause 8.1, in no event shall either Party be liable to the other for any:
- 8.3.1 loss of profits;
- 8.3.2 loss of business;
- 8.3.3 loss of revenue;
- 8.3.4 loss of savings (whether anticipated or otherwise); and/or
- 8.3.5 any indirect or consequential loss or damage.
- 8.4 Nothing in Order shall impose any liability on the Authority in respect of any liability incurred by the Provider to any other person, but this shall not be taken to exclude or limit any liability of the Authority to the Provider that may arise by virtue of either a breach of the Order or by negligence on the part of the Authority, or the Authority's employees, servants or agents.

9. INSURANCE

(9.1) Minimum Insurance Period

six (6) Years following the expiration or earlier termination of the Contract.

(9.2) To comply with its obligations under Clause 24.2 and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- (i) **professional indemnity insurance** (Not Applicable)
- (ii) **public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

(10.1) Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause 25.4.3.

(10.2) Termination Without Cause

At least three (3) Months in accordance with Clause 25.5.

11. CONFIDENTIAL INFORMATION

The information provided by the Supplier in response to the Category Requirements Questionnaire, Question 1.2 as set out in Schedule 13, Supplier Solution, shall be deemed Commercially Sensitive Information or Confidential Information:

12. AUDIT AND ACCESS

Seven (7) Years after the expiry of the Contract Period or following termination of the Contract.

13. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

(13.1) Supplemental requirements in addition to the Call-Off Terms

As contained in this Order Form and Order Form Schedules and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

(13.2) Variations to the Call-Off Terms

As contained in this Order Form and Order Form Schedules and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

(13.3) Alternative and/or Additional Clauses

As contained in this Order Form and Order Form Schedules and NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

14. FORMATION OF CONTRACT

14.1 The Customer shall enter into a Contract by sending this Order Form to the Supplier for the provision of the Services referred to in the Order Form and the attached NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

14.2 The Supplier shall enter into the Contract by returning a signed copy of the Order Form to the Customer.

14.3 The Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form and agreement of the attached NCT Key Stage 2 Level 3-5 and 6 Logistics brief 2014

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	Mark Burdett
Name and Title	Key Account Manager
Date	30 th September 2013

For and on behalf of the Customer:

Name and Title	Amanda Ralston. Deputy Director
Name and Title	A. Ralston
Date	01 st October 2013

