Attachment 5: Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL OFF CONTRACT REFERENCE: WP2141

CALL OFF CONTRACT TITLE: Capability Delivery Partner

CALL OFF CONTRACT DESCRIPTION: Provision of a capability delivery partner to support the delivery of the GOV.UK One Login digital identity solution.

THE BUYER: Government Digital Service on behalf of Cabinet Office

BUYER ADDRESS:

Cabinet Office Main Address: 1 Horse Guards Road, London, SW1A 2HQ.

GDS Main Address: The White Chapel Building, 10 Whitechapel High Street,

London, E1 8QS

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square, London, EC4A 3HQ

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21/07/2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

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 6 (Order Form Template, SOW 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 LOT(S):

RM6263 - Lot 1 Digital Programmes

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) RM6263
- 3. Framework Special Terms

The following Schedules in equal order of precedence:

Joint Schedules for RM6263

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials Scheme)

Call-Off Schedules for RM6263

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call Off Tender)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security) NOT USED
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Secondment Agreement Template)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 6. 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 AND SCHEDULES

The following Special Terms and Schedules are incorporated into this Call-Off Contract:

Security

- 1. The Supplier shall engage and collaborate with GDS Security Working Group reviews led by Digital Identity security leads.
- 2. The Supplier shall comply with Call Off Special Schedule 2 (Security Schedule

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for Development). For the purposes of that schedule this Contract is a "higher risk agreement".

Data Protection

- 3. Paragraph 6(d) of Joint Schedule 11 shall be replaced with the following paragraph:
 - "(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
 - (ii) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller:
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and"

Staff Vetting

- 4. The Supplier shall comply and ensure that its subcontractors other than Cloud Service Providers ("Non-CSP subcontractors") comply with the following procedures with respect to the vetting of all staff engaged by the Supplier or its Non-CSP subcontractors in the delivery of the Services ("Supplier Staff")
- 5. Subject to paragraphs 3 to 5 the Supplier shall ensure that:
 - a. all Supplier Staff who are required to have security, architect development, coding or production platform access shall have passed SC clearance unless otherwise agreed by the Buyer; and
 - b. all other Supplier Staff who are engaged in the delivery of the Services shall have passed BPSS clearance unless otherwise agreed by the Buyer.
- 6. The Supplier will be deemed to be in compliance with paragraph 2 where the Supplier (or its Non-CSP subcontractor where applicable) has submitted an application for the necessary clearance prior to the relevant member of the Supplier Staff being assigned to the delivery of the Services PROVIDED THAT:

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- a. the Supplier shall notify the Buyer if a member of the Supplier Staff has been refused the relevant clearance immediately on becoming aware of the same; and
- b. the Supplier shall immediately remove the relevant person from the delivery of the Services, if instructed to do so by the Buyer.
- 7. The Supplier shall ensure that all Supplier Staff are UK based unless otherwise agreed by the Buyer in accordance with this paragraph:
 - a. the Buyer is entitled to refuse to allow Supplier Staff to be based in any country the laws, practices or policies of which the Buyer (in its absolute discretion) considers to pose a potential threat to the Buyer or its business;
 - b. Where the Supplier wishes to engage Supplier Staff who are located in another country, the Supplier must seek authority and permission from the buyer who will have absolute discretion in this circumstance.. A risk assessment will need to be undertaken by the Buyer as to the impacts which may arise. Where it is agreed, the supplier will need to demonstrate and evidence vetting checks in parallel/comparative to that required for BPSS checks in the UK. SC clearance is not available to outside UK resources.
- 8. **Exceptions Process**. Notwithstanding paragraphs 2 to 4, the Buyer reserves the right (in its absolute discretion) to approve the appointment of any member of Supplier Staff taking account of such investigations or considerations as the Buyer's Information Assurance function sees fit to carry out or deems relevant.
- 9. The Supplier shall ensure that all records of vetting checks are accessible either via a certificated BPSS/SC document for the individual or in the form of a documented checklist. The Supplier must maintain records of all such checks and make them available to the Buyer for audit purposes on request.

Collaboration with other suppliers to the One Login Programme

- 10. If required by the Buyer, but subject to Supplier confirming that such arrangements will not place the Supplier in a position of professional conflict,
- the Supplier shall enter into a Collaboration Agreement between the Buyer, the Supplier and such other suppliers to the Buyer's One Login Programme as the Buyer may require. The Collaboration Agreement shall be substantially in the form set out in Call Off Special Schedule 1.
- 11. In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - a. work proactively and in good faith with each of the Buyer's suppliers
 - b. co-operate and share information with the Buyer's suppliers to enable the efficient delivery of the Buyer's One Login Programme provided

that the Supplier may require the relevant parties to enter into a

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non-disclosure agreement in connection with any such co-operation where reasonably required to protect the Supplier's Existing IPR or other confidential or commercially sensitive information.

- 12. Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; Insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.
- 13. Supplier will store and back up government data according to its own data storage policies.
- 14. If the performance of any part of the Services would conflict with law,
- professional rules or Supplier's independence, the Parties shall promptly meet to discuss options for mitigating such risks. Supplier agrees to provide as much notice to Buyer as is reasonably possible of any such issue, and will work with Buyer to seek to mitigate any impact on the Services and/or the project.
- 15. Supplier Existing IPR includes any enhancements and/or modifications developed in the course of providing the Services.
- 16. Supplier shall not update, upgrade, maintain or provide new versions of any Deliverable after the date on which the final Deliverable is delivered or signed except where required in accordance with Clause 3.1 of the Core Terms.
- 17. The Supplier has agreed the Security provisions as set out in the Security Schedule Annex 2.
- 18.All rights of audit/access under the Call-Off Contract are subject to the Supplier's obligations of confidentiality to its other clients and/or third parties. Each party shall pay its own costs arising from any audit. Supplier shall, on reasonable notice, permit the Buyer and/or Auditor such access as is reasonably and strictly necessary to conduct the audit, during Supplier's normal business hours.
- 19.In addition to any internal policies, codes, standards or procedures specified in this contract, the Buyer shall notify the Supplier of any additional policies, standards or procedures that the Buyer requires the Supplier to comply with in each Statement of Work.
- 20. The Deliverables are for Buyer's exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from

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them. This does not apply (a) to the Buyer's right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract; (b) where the Buyer exercises its right to transfer its rights and responsibilities under the Contract to another party pursuant to clause 23 of the Core Terms.

- 21. The acceptance of Deliverables and Milestones will be managed in line with the appropriate controls within the Buyer's delivery model. The delivery and acceptance of technical artefacts (e.g. software code) will be managed through the Buyer's delivery process and tracked through the Buyer's delivery tooling (e.g. Jira), and accepted through Buyer change and release processes. The delivery and acceptance of other non-technical artefacts (e.g. documents outlining operating models, processes, product roadmaps etc) will be discussed, iterated and agreed at appropriate Buyer governance forums (e.g. D3 board) or delivery forums (e.g. Scrum of Scrums). If there are specific concerns about any Supplier deliverables or milestones the Buyer will raise these promptly with the Supplier.
- 22. The Buyer is responsible for third parties selected by it (including management of their performance, timeliness, and quality of their input and work) save to the extent specified in or as a result of any Collaboration Agreement.
- 23. Supplier will provide any necessary sub-license(s) to Buyer on the relevant software vendor's standard licence terms and it provides no warranty in relation to such software.
- 24.Buyer will not require any Supplier Staff to enter into any direct confidentiality agreement(s) provided that the Supplier shall ensure that the Supplier Staff comply with the clause 15 (Confidentiality) of the Core Terms.
- 25.TUPE does not apply to the Services at the commencement of this contract. The Supplier has not costed the same into its bid tender or assessed its implications on the timing of the Services' delivery.

26. Ethical Walls Agreement

26. If, at any time during the Contract Term, the Buyer considers that it may need to re-procure this contract, the Buyer may require the Supplier to enter into an Ethical Walls Agreement substantially in the form set out in Call Off Schedule 25.

27. Secondment Agreement. If, at any time during the Contract Term, the Buyer considers that it may need to second any of the Supplier Staff, the Buyer may require the Supplier to enter into and procure that the relevant Supplier Staff member shall enter into an Inward Secondment Agreement substantially in the form set out in Appendix 2 of Call Off Schedule 26.

28. The Supplier's BCDR plan shall apply to this Contract and accordingly Call

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Off Schedule 8 (Business Continuity and Disaster Recovery) shall not apply, on the basis that:

- (a)The Supplier's BCDR policy and ISO 22301 certificate has been provided to and accepted by the Buyer; and
- (b) The Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation) in the event of a complete loss or failure of the Service or in the event of a Disaster.

where "Disaster" means: "the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable).

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CALL-OFF START DATE: 21/07/2023

CALL-OFF EXPIRY DATE: 20/07/2024

CALL-OFF INITIAL PERIOD: 1 year

CALL-OFF OPTIONS: The buyer has the option to extend the contract by up to

12 months on giving 1 months' notice in writing

MINIMUM NOTICE PERIOD FOR EXTENSION(S): 3 months

CALL-OFF CONTRACT VALUE: up to £16 million excluding VAT



CALL-OFF DELIVERABLES

Suppliers will be required to deliver the roles outlined in "WP2141 - Attachment 3 - Statement of Requirements v1" and the Deliverables agreed in any Statements of Work.

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 Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

The Buyer requires the Supplier to comply with the following additional Standards:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
 - The Government Technology Code of Practice (https://www.gov.uk/government/publications/technology-code-of-practice)
 - The Government Service Standard and Service Manual (https://www.gov.uk/service-manual/service-standard)
 - Resources to be supplied in accordance with DDAT

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Competency framework guidelines:

https://www.gov.uk/government/collections/digital-data-and-tech nology-profession-capability-framework

- NCSC Cyber Assessment Framework Guidance <u>https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework</u>
- NCSC guidance
 https://www.ncsc.gov.uk/section/advice-guidance/all-topics
 ISO 270001
- The Supplier shall identify any conflicts of interest and, where identified, shall inform

the Buyer of such conflicts of interest and how they plan to mitigate the risk. • Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.

- Agreeing a Statement of Work
 - Buyer to draft SOW with milestone deliverables for the outcome
 Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
 - Supplier to propose the team required to deliver the outcome.
 - Supplier will share costs, timelines and team profile
 - Buyer to agree the team proposed
 - SOW is signed

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract under clause 11.2 of the Core Terms is £10 million or 150% of the estimated total contract charges (whichever is greater).

The Data Protection Liability Cap for the purposes of clause 11.6 of the Core Terms is £10 million or 150% of the estimated total contract charges (whichever is greater).

CALL-OFF CHARGES

- Capped Time and Materials (CTM). The Contract will have a capped value of £16 million (ex VAT)(subject to funding and approvals). The Buyer will have an option to terminate when the contract value reaches £8 million (ex VAT) on giving 1 month's notice in writing.
- 2. The Supplier shall ensure that the Charges shall on no account exceed £8 million

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without obtaining prior approval in writing from the Buyer.

- 3. 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:
- Specific Change in Law
- 4. 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 5 (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

N/A.

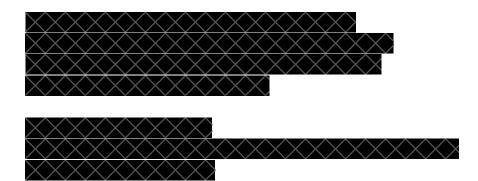
PAYMENT METHOD

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2141.

The Supplier will send reporting data via .CSV file as well as the PDF invoice so invoices can be automatically reconciled by GDS systems.

BUYER'S INVOICE ADDRESS:

All invoices to be sent to:



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For any queries relating to invoicing, please contact: **BUYER'S AUTHORISED REPRESENTATIVE** XXXXX**BUYER'S ENVIRONMENTAL POLICY** Please find below the link to the GDS sustainable development policy: **BUYER'S SECURITY POLICY** See Call Off Special Clause 2. SUPPLIER'S AUTHORISED REPRESENTATIVE SUPPLIER'S CONTRACT MANAGER imes imePORT FREQUENCY Monthly on a date agreed upon by both Parties.

PROGRESS MEETING FREQUENCY

Monthly on a date agreed upon by both Parties.

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TUPE

In Call Off Schedule 2 (Staff Transfer), parts C and E only shall apply.



COMMERCIALLY SENSITIVE INFORMATION

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

(1) BALANCED SCORECARD

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard): The Balanced Scorecard will be agreed at the SOW level

MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract: Further, specific KPIs will be agreed at the SOW level, if required.

KPI 1: Delivery of key milestones and deliverables (outputs and outcomes) within agreed timescales as required by the Contracting Authority and set out in the Statement of Works (SoW).

KPI 2: Delivery of code to Definition of Done Standards (DoD) within agreed timescales set by the Contracting Authority for each piece of work.

KPI 3:The supplier shall provide suitable and appropriate staff substitutions where

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requested by the Contracting Authority. These must be approved by the Contracting Authority and be ready for onboarding within three days from the date of the Request.

KPI 4: Management Information Reports must be provided in the agreed format and received within agreed reporting timescales and must contain links to data sources.

KPI 5: Partnering behaviours and added value and knowledge share The supplier actively promotes positive collaborative working relationships, within and across the team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above and knowledge sharing and upskilling of GDS staff.

KPI 6: Team in place (Delivery)

All Supplier resources proposed and Supplier resources already delivering the services have the skill-set and experience required to deliver the outcome. The contracts are therefore performing to the expected standard and deliverables are being met.

KPI 7: Knowledge Transfer and Capability Building.

The supplier works closely with the Contracting Authority to jointly design and deliver a programme of repeatable activities and work streams to identify and build the Contracting Authority's capability across DDaT skills and at different levels of seniority and experience.

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements): Cyber Security Insurance with a minimum level of indemnity of £5 million.

GUARANTEE

n/a

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)]

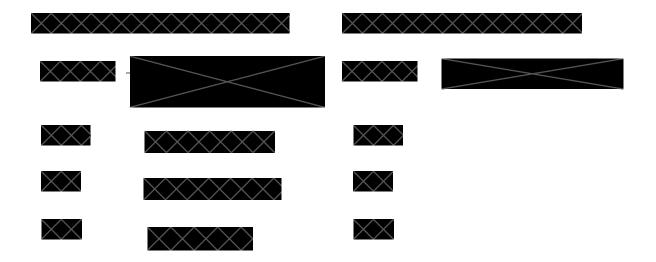
STATEMENT OF WORKS

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.

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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 Order Form in Framework Schedule 6 (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)	

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Subcontractors		
2. CALL-OFF CO	ITRACT 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 tid	the Accountability Model(s) that shall be used under this Statement of Work:	
	Sole Responsibility: □	
	Self Directed Team: □	
	Rainbow Team:□	
3. BUYER REQU	REMENTS - SOW DELIVERABLES	
Outcome Description	Milestone Description Acceptance Criteria Due Date	
Milestone Ref		
MS01		
MS02		

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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 9 (Security). [If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: [insert if necessary]]

Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).
SOW Standards	[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (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
Additional Requirements	[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)] 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
	[Indicate: whether there is any requirement to issue a Status Determination Statement]

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Worker Engagement Status	[Yes / No] [Insert details]	
[SOW Reporting Requirements :]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (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	
		Required
	does th	rogularity of
	s ent	regularity of
	require	
		Submission
	0?	
	m apply t	
	αρρίγ τ 1. [insert]	
	[moort]	
	1.1 [insert] [insert]]	

4. 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 5 (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]

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Reimbursable

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and

ExpensesPolicy)]

Expenses

[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]

5. 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

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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:

[Located at ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW]

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Attachment 5: Framework Schedule 6 (Order Form Template and Call-Off

Call Off Special Schedule 1 - Collaboration Agreement

This agreement is made on [enter date]

between:

- 1) [Buyer name] of [Buyer address] (the Buyer)
- 2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts
(defined below) for the provision of various IT and telecommunications (ICT) services
 Collaboration Suppliers now wish to provide for the ongoing cooperation of the
Collaboration Suppliers in the provision of services under their respective Call-Off
Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

- 1. Definitions and interpretation
- 1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:
 - 1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules
 - 1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers

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- 1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts
- 1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5 "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
 - 1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
 - 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2 1.1.9
 - "Dispute Resolution Process" means the process described in clause 9 1.1.10
 - "Effective Date" means [insert date]
 - 1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1
 - 1.1.12 "Mediator" has the meaning given to it in clause 9.3.1
 - 1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1
 - 1.1.14 "Term" has the meaning given to it in clause 2.1
 - 1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 General

- 1.2.1 As used in this Agreement the:
 - 1.2.1.1 masculine includes the feminine and the neuter
 - 1.2.1.2 singular includes the plural and the other way round
 - 1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or

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instrument or as contained in any subsequent re-enactment.

- 1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
- 1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. Term of the agreement

- 2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").
 - 2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.
- 3. Provision of the collaboration plan
- 3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").
- 3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
- 3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed

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Collaboration Plan, either:

- 3.4.1 approve the Detailed Collaboration Plan
- 3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection
- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
 - 3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

4. Collaboration activities

- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all co-operation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
 - 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

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- 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
- 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
- 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
 - 6.3.1 or becomes public knowledge other than by breach of this clause 6
 - 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
 - 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
 - 6.3.4 independently developed without access to the Confidential Information
 - 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

- 7.1 Each Collaboration Supplier warrant and represent that:
 - 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
 - 7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

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- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.
- 8. Limitation of liability
- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
 - 8.5.1 indirect loss or damage
 - 8.5.2 special loss or damage
 - 8.5.3 consequential loss or damage
 - 8.5.4 loss of profits (whether direct or indirect)
 - 8.5.5 loss of turnover (whether direct or indirect)
 - 8.5.6 loss of business opportunities (whether direct or indirect)
 - 8.5.7 damage to goodwill (whether direct or indirect)
- 8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
 - 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default
 - 8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

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- 9. Dispute resolution process
- 9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The process for mediation and consequential provisions for mediation are:
 - 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator
 - 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
 - 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
 - 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
 - 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
 - 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts.

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- 9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.
- 10. Termination and consequences of termination
- 10.1 Termination
 - 10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].
 - 10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.
- 10.2 Consequences of termination
 - 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.
 - 10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

11. General provisions

11.1 Force majeure

- 11.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
- 11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure

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to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

- 11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2 Assignment and subcontracting

- 11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.
- 11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

11.3 Notices

- 11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.
- 11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

11.4 Entire agreement

- 11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.
- 11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no

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remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised

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For and on behalf of the Buver

To and on behalf of the Buyer
Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position: Date:
For and on behalf of the [Company name] Signed by: Full name (capitals): Position:

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Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract Effective date of contract

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Collaboration Agreement Schedule 2

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Attachment 5: Framework Schedule 6 (Order Form Template and Call-Off

Call Off Special Schedule 2 - Security Schedule for Development

See Attachment 5 - Call Off Special Schedule 2 - Security Schedule for Development

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