



**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**AND**

**[SUPPLIER]**

**TEST AND LEARN DPS**

**[Project\_20559]**

**Version: 3.0**

**SCHEDULE F2:**

**ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES**

**Part A - Order Form Template**

**Contract Number:** [ ]

**From the ("Buyer "):** [ ]

**To the ("SUPPLIER")**

**Name:** [ ]

**Registered Address:** [ ]

**Registered Number:** [ ]

**DUNS Number:** [ ]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

**DPS CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Test and Learn DPS Contract with the reference number **[Insert]** and dated **[Day Month Year]**.

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form other than the Paragraph entitled "Call-Off Tender".

2. The Core Terms (v3.0) and its Annex (Definitions).

3. The following Schedules (each taking equal precedence):

C1 (Contract Management v2.0)

C2 (Security Requirements v2.0)

And the following optional Schedules (where applicable)

C3 (Welsh Language Scheme) - **[Applicable][Not Applicable]**

C4 (Staff Transfer v1.0) - **[Applicable][Not Applicable]**

4. The Call-Off Tender provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this order, or presented at the

time of delivery shall form part of the Call-Off Contract.

<b>1. CONTRACT PERIOD</b>
<b>(1.1) Start Date</b> [TextReq] <i>[Guidance: Insert the date on which the Call-Off Contract is to take effect.]</i>
<b>(1.2) Expiry Date</b> Subject to earlier termination of the Contract in accordance with Clause 14 (Ending the Contract), the Call-Off Contract shall expire on [ <b>TextReq</b> ]

<b>2. SERVICES REQUIREMENTS</b>	
<b>(2.1) Services and Deliverables required</b> [TextReq] <i>[Guidance: Include a high level description of the Services including the title]</i>	
<b>(2.2) Specification</b> [TextReq] <i>[Guidance: Upload specification here.]</i>	
<b>(2.3) Categories under which the above Services are being supplied</b> [TextReq ]	
<b>(2.4) Delivery Premises (if applicable)</b>	
<i>[Guidance: Include all addresses (including postcodes) of where the Services will be performed.]</i>	[ TextReq ] and/or

	<b>Buyer Premises (Y/N)</b>
<p><b>(2.5) Supplier's initial Information Security Questionnaire</b></p> <p><i>[Note: to be appended – dependent upon security requirement/process]</i></p>	
<p><b>(2.6) Special Terms</b></p> <p><i>[Guidance: Insert details as required or N/A]</i></p> <p><i>[Guidance: Buyer to use this space, amongst other things, if it wishes to tailor the provisions relating to intellectual property (see Clause 13). Options in relation to intellectual property are set out in the Government Commercial Function's Guidance Note on Intellectual Property Rights. If left unchanged, any New IPR created under the Contract is owned by the Buyer, with the Supplier given a licence to use the New IPR for the purposes of fulfilling its obligations during the Contract Period.]</i></p> <p><i>[Guidance: having regard to Clause 30, Buyer to use this space, amongst other things, to specify whether any third parties may use the CRTPA to enforce any provisions in Schedule C4 (if included and if not already specified therein). For reference, the Mid-Tier Contract core terms v.1.2 identify Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3 and 3.1 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E]</i></p>	
<p><b>(2.7) Supplier's Business Continuity and Disaster Recovery Plan</b></p> <p><i>[Guidance: Insert details as required including date by which plan is required or N/A]</i></p>	
<p><b>(2.8) Disclosure and Barring Service and/or other required vetting checks</b></p> <p><i>[Guidance: Insert details as required or N/A]</i></p>	

<b>3. PERFORMANCE OF THE SERVICES AND DELIVERABLES</b>		
<p><b>(3.1) Performance Requirements</b></p> <p><i>[Guidance note: Insert the appropriate performance requirements that the Services will be required to comply with including any applicable Standards]</i></p> <p>When providing the Services, the Supplier shall as a minimum ensure that it achieves the following Service Levels:</p>		
<b>Category</b>	<b>Respective Performance Requirement Description including remediation period (if any)</b>	<b>Critical Service Failure where failure to achieve (Y/N)</b>
<p>If the level of performance of the Supplier of any element of the Services during the Contract Period is a Service Failure which if it occurs would be identified as a Critical Service Failure in the table above, the Buyer shall be entitled to terminate this Call-Off Contract pursuant to such Clause 14.4.7.</p>		
<p><b>(3.2) Performance Monitoring Regime/Management Information</b></p> <p><i>[Guidance: Details to be included of the same]</i></p>		

<b>4. PRICE, PAYMENT</b>
<p><b>(4.1) Charges payable by the Buyer (excluding VAT), and payment profile:</b></p> <p>[TextReq]</p> <p>[Guidance: Insert details of the Fees and payment profile. This should reflect the price as stated in the Supplier Service Proposal]</p>
<p><b>(4.2) Invoicing and Payment</b></p> <p>The Supplier shall issue invoices in arrears and forward them to the Buyer as follows [ ].                  Th Supplier shall include the following detail within an invoice:</p> <p>[Guidance: Indicate what additional detail may be required within an invoice.]</p>

**METHOD OF PAYMENT**

[BACS to account [ ] at [ ] [Bank / Building Society]]

**ADDRESS FOR NOTICES TO THE BUYER**

As set out at the top of this Order Form or email address: [ ] or through [ ] system

**Authorised Processing List**

Description	Details
Identity of the Controller and Processor	[ ]
Subject matter of the processing	[ ]
Duration of the processing	[ ]
Nature and purposes of the processing	[ ]
Type of Personal Data being processed	[ ]

**Schedule F2: Order Form and Call-Off Schedules Template v3.0**

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Categories of Data Subject	[ ]
International transfers and legal gateway	[ ]
Plan for return and destruction of the data once the processing is complete	[ ]
Contact details of the Controller's Data Protection Officer	[ ]
Contact details of the Processor's Data Protection Officer	[ ]
The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Contract.	

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[ ]	Signature:	[ ]
Name:	[ ]	Name:	[ ]
Role:	[ ]	Role:	[ ]
Date:	[ ]	Date:	[ ]

**Part B**

**Call-Off Schedules**

***[Insert Schedules C1, C2, C3 (optional) and C4 (optional)]***