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

Order Form

CALL-OFF REFERENCE: CPD4122275 Voter Authority Certificate Print
　　　Management Services

THE BUYER: The Secretary of State for Levelling Up, Housing and Communities

BUYER ADDRESS   2nd floor NW, Fry Building, 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: H H Associates Limited

SUPPLIER ADDRESS: Grove House

　　　Guildford Road,
　　　Fetcham, Leatherhead
　　　KT22 9DF

REGISTRATION NUMBER: 02671533

DUNS NUMBER: 770639193

SID4GOV ID: **[Insert** if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd September 2022.

It's issued under the Framework Contract with the reference number **RM6170** for the provision of Print Management Services.

CALL-OFF LOT(S):
Lot 1 Print Management Services, including strategic and transformational Services

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**

    o   Joint Schedule 2 (Variation Form)
    o   Joint Schedule 3 (Insurance Requirements)
    o   Joint Schedule 4 (Commercially Sensitive Information)
    o   Joint Schedule 6 (Key Subcontractors)
    o   Joint Schedule 7 (Financial Difficulties)
    o   Joint Schedule 9 (Minimum Standards of Reliability)
    o   Joint Schedule 10 (Rectification Plan)
    o   Joint Schedule 11 (Processing Data)
    o   Joint Schedule 12 (Supply Chain Visibility)
    o   Joint Schedule 13 (Continuous Improvement)
    o   Joint Schedule 14 (Benchmarking)

- Call-Off Schedules for **RM6170**

    o   Call-Off Schedule 1 (Transparency Reports)
    o   Call-Off Schedule 2 (Staff Transfer), Parts C and E only
    o   Call-Off Schedule 5 (Pricing Details)
    o   Call-Off Schedule 7 (Key Supplier Staff)
    o   Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    o   Call-Off Schedule 9 (Security), Part B only (Long Form Security Requirements)
    o   Call-Off Schedule 10 (Exit Management)
    o   Call-Off Schedule 12 (Clustering)
    o   Call-Off Schedule 13 (Implementation Plan and Testing)
    o   Call-Off Schedule 14 (Service Levels)
    o   Call-Off Schedule 15 (Call-Off Contract Management)
    o   Call-Off Schedule 18 (Background Checks)

        o Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6170**
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
The following Special Terms are incorporated into this Call-Off Contract:

1. In Joint Schedule 1 (Definitions), the definition for "GDPR" shall be replaced with the following:
   "has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018."

2. Paragraph 5(d) of Joint Schedule 11 (Processing Data) shall be amended as follows:
   "not transfer Personal Data outside the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:"

3. A new paragraph 5(f) of Joint Schedule 11 (Processing Data) shall be inserted as follows:
   "*(f) for the avoidance of doubt, the Controller consents to the transfer to, and storage and processing of Personal Data in, the Processor's Azure cloud with data centres in Ireland and The Netherlands for the purposes of paragraph 5(d) and otherwise in accordance with this Joint Schedule 11.*"

4. The entirety of paragraph 9 of Joint Schedule 11 (Processing Data) shall be replaced with the following:
   "9.   *The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11.*"

5. The table in Annex 1 of Joint Schedule 11 (Processing Data) shall be completed as set out in Annex A of this Order Form.

CALL-OFF START DATE: 23rd September 2022

CALL-OFF EXPIRY DATE: On the expiry of the Call-Off Initial Period

CALL-OFF INITIAL PERIOD:　　　　　　Two Years

CALL-OFF OPTIONAL EXTENSION PERIOD: The Call-Off Initial Period may be extended by the Buyer for up to two periods of 12 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]]**

(under tab "Estimate Yr 1 Charge" of "Call-Off Schedule 5 (Pricing Details) Annex 1)

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).

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:
- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
Direct bank transfer

BUYER'S INVOICE ADDRESS:
[[REDACTED]]

Invoices to be approved by:

[[REDACTED]]

BUYER'S AUTHORISED REPRESENTATIVE
[[REDACTED]]

BUYER'S ENVIRONMENTAL POLICY
As set out in the Specification or any attachment to this Order Form

BUYER'S SECURITY POLICY
As set out in the Specification or any attachment to this Order Form

SUPPLIER'S AUTHORISED REPRESENTATIVE
[[REDACTED]]

SUPPLIER'S CONTRACT MANAGER
[[REDACTED]]

PROGRESS REPORT FREQUENCY
Monthly (but weekly during Service implementation and more frequently as specified in the Specification)

PROGRESS MEETING FREQUENCY
Monthly (but weekly during Service implementation and more frequently as specified in the Specification)

KEY STAFF
[[REDACTED]]

KEY SUBCONTRACTOR(S)

[[REDACTED]]

COMMERCIALLY SENSITIVE INFORMATION
As described in Joint Schedule 4

SERVICE CREDITS
Service Credits and Service Credit Fixed Charges will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: **[[REDACTED]]**

The Service Period is: **[[REDACTED]]**

A Critical Service Level Failure is: **[[REDACTED]]**

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
As set out in the Specification

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[[REDACTED]]	Signature:	[[REDACTED]]
Name:	[[REDACTED]]	Name:	[[REDACTED]]
Role:	[[REDACTED]]	Role:	[[REDACTED]]
Date:	[[REDACTED]]	Date:	[[REDACTED]]

[[REDACTED]]