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

**Order Form**

CALL-OFF REFERENCE: ecm\_9371

THE BUYER: **Department for Work and Pensions (DWP)**

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

THE SUPPLIER: HH Associates Ltd

SUPPLIER ADDRESS:Grove House, Guildford Road, Leatherhead, Surrey, KT22 9DF

REGISTRATION NUMBER:2671533

DUNS NUMBER: 77-063-9193

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15/02/2021.

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

CALL-OFF LOT(S):

**Lot 1**

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6170**
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6170**
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 6 (Key Subcontractors)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data) (excluding Annex 2)
	+ Joint Schedule 12 (Supply Chain Visibility)
	+ Joint Schedule 13 (Continuous Improvement)
	+ Joint Schedule 14 (Benchmarking)
* Call-Off Schedules for **RM6170**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 2 (Staff Transfer) Part B, Part D as required and Part E
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 6 (ICT Services)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security) Part B
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 11 (Installation Works)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 23 Consignment Stock Services
1. CCS Core Terms (version 3.0.8)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6170**
3. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

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

Special Term 1

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

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

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

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

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

Special Term 2

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

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

Special Term 3

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

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

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

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

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

Special Term 4

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

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

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

Special Term 5

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

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

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

Special Term 6

6.1 Where the Supplier provides code development services to the Buyer, the Supplier shall comply with the Buyer’s security requirements in respect of code development within the Supplier’s Systems Environment and the Buyer’s Systems Environment.

Special Term 7

7.1 Where the Supplier provides software development services, the Supplier shall comply with the code development practices specified in the Call Off Schedule 20 –Specification.

Special Term 8

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

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

CALL-OFF START DATE: **07** July 2021

CALL-OFF EXPIRY DATE: **30** November 2024

CALL-OFF INITIAL PERIOD: 41 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[REDACTED]**

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details).

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Order Form is via BACS.

The Supplier will issue electronic invoices. All invoices must include:

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

All unstructured e-invoices sent via email will also need to adhere to the following guidelines to ensure processing of your invoice. Any invoices that are submitted and do not meet the following criteria will not be processed:

* All files/invoices must be in PDF format
* One PDF per invoice – all supporting documentation must be included within this PDF.
* Do not attach additional/separate supporting documentation as a separate file
* Multiple invoices can be attached to one email but each invoice must be in a separate PDF (and no additional supporting files)

BUYER’S INVOICE ADDRESS:

APinvoices-DWP-U@gov.sscl.com

Department for Work and Pensions

PO BOX 406

SSCL

Phoenix House

Celtic Springs Business Park

Newport

NP10 8FZ

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

As stated in Framework Schedule 1 and Joint Schedule 5

BUYER’S SECURITY POLICY

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

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

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

As stipulated in relevant schedules

PROGRESS MEETING FREQUENCY

As stipulated in relevant schedules

KEY STAFF

See Call Off Schedule 7 Key Supplier Staff

KEY SUBCONTRACTOR(S)

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

**REDACTED**

SERVICE CREDITS

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

The Service Credit Cap is:

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

The Service Period is: One Month

A Critical Service Level Failure is: As indicated in Call-Off Schedule 14 – Service Levels

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |