

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

Call Off Ref: [Redacted]

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

## Order Form

CALL-OFF REFERENCE: [Redacted] Undeclared Living Together (Lot 1)  
THE BUYER: Department of Work and Pensions  
BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA  
THE SUPPLIER: GB Group plc  
SUPPLIER ADDRESS: The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB  
REGISTRATION NUMBER: 02415211  
DUNS NUMBER: 504229543  
SID4GOV ID:

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24<sup>th</sup> July 2024. It is issued under the CCS Debt Resolution Services (DRS) Framework Contract with the reference number RM6226 Lot 2 for the provision of [Redacted] Services for Undeclared Living Together.

CALL-OFF LOT(S): [Redacted] Undeclared Living Together (Lot 1)

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**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) CCS DRS Framework (RM6226) Lot 2
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for CCS DRS Framework (RM6226) Lot 2
    - Joint Schedule 1 (Definitions)
    - Joint Schedule 2 (Variation Form and Change Control Procedure)
    - 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)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for CCS DRS Framework (RM6226) Lot 2
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 4 (Call-Off Tender)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security Requirements)
    - Call-Off Schedule 10 (Exit Management)
    - 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 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
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.

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**CALL-OFF SPECIAL TERMS**

Interpretation of Call-Off Special Terms

- (a) The Call-Off Special Terms include Call-Off General Terms and Additional Terms (as defined below).
- (b) The Call-Off General Terms shall apply to all Relevant Data provided by Relevant Subcontractors.
- (c) The Additional Terms shall apply only to the Relevant Data as provided by the Relevant Subcontractor, as listed in Column 1 of the same row of that Table in Call-Off Special Schedule 1.

Call-Off General Term 1

For the avoidance of doubt, Subcontractors are not party to this Call-Off Contract and have no right to enforce any of its terms and have no direct liability to the Buyer under this Call-Off Contract. Nothing in these Call-Off Special Terms relieves the Supplier from its responsibility for the actions of its Subcontractors under this Call-Off Contract.

Call-Off General Term 2.

The following definitions shall apply in addition to the definitions in Joint Schedule 1 (Definitions and Interpretation):

“Additional Terms”	means the terms listed in Column 2 of the Table in Call-Off Special Schedule 1;
“Call-Off General Terms”	means Call-Off General Terms 1-20 in this Order Form;
“Permitted Purpose”	means the purposes pursuant to the requirements set out in this Call-Off Contract and the Specification which is identifying the risk of fraud and non-fraudulent error;
“Relevant Data” or “Dataset”	means data included in the reports supplied by the Supplier, pursuant to the provision of the Deliverables, which is sourced from the Relevant Subcontractors, and is listed in Call-Off Schedule 1;
“Relevant Marks”	names, logos or trademarks of a Relevant Subcontractor;

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"Relevant Subcontractor"	any Subcontractor as identified in Column 1 of Call-Off Schedule 1;
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Call-Off General Term 3.

3.1 The Supplier hereby grants to the Buyer or will procure the granting of to the Buyer from its Subcontractors (as applicable), any and all licences required in accordance with the Law, in order to receive, store and use for the Permitted Purpose, from the Call-Off Start Date, Relevant Data sourced from its Relevant Subcontractors, pursuant to providing the Deliverables in accordance with this Call-Off Contract. Such licences shall be non-exclusive, non-transferable, non-assignable, sublicensable in accordance with Call-Off General Term 20, and only revocable in accordance with Call-Off General Terms 5, 6 and 19. Each licence shall have a term limited to the period for which the Buyer has the right to store and/or use the applicable data in accordance with this Call-Off Contract.

Call-Off General Term 4.

4.1 Where there are Additional Terms, these shall apply only to the Relevant Data, as provided by the Relevant Subcontractor, both as listed in Column 1 of the same row of that table in Call-Off Special Schedule 1.

4.2 If there is a contradiction between the Call-Off General Terms 1-20 and the Additional Terms in respect of (i) the licences granted to the Buyer to the Relevant Data in accordance with Call-Off General Term 3.1; (ii) the permitted use of the Relevant Data by the Buyer; or (iii) the definition of Permitted Purpose (including where Additional Terms further amend or incorporate additional permissions, requirements or restrictions relating to the permitted use of the Relevant Data (or the definition of Permitted Purpose), Call-Off General Terms 1-20 shall take precedence over any such Additional Terms. For the Avoidance of doubt, nothing shall be construed to limit the Buyer's use of the Relevant Data in accordance with Call-Off General Term 3.1 and the Permitted Purpose (as defined at Call-Off General Term 2).

Call-Off General Term 5.

If the Buyer commits a breach of any of these Call-Off Special Terms with respect to Relevant Data provided by a Relevant Subcontractor, and such breach is incapable of remedy or has not been remedied (to the reasonable satisfaction of the Supplier) within 10 Working Days of the Buyer becoming aware of the breach, the Supplier has the right to immediately terminate the provision of such Relevant Data to the Buyer pursuant to providing the Deliverables, by providing written notice to the Buyer.

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Call-Off General Term 6.

If Relevant Data can no longer be provided to, stored or used by the Buyer in accordance with the Law, any licences granted under Call-Off General Term 3 with respect to such Relevant Data will be revoked immediately.

The Supplier will notify the Buyer immediately in writing if it becomes aware of such revocation of a licence pursuant to this Call-Off General Term.

For the avoidance of doubt, any Supplier Non-Performance which arises pursuant to the operation of this Call-Off General Term will constitute a Default, except as otherwise provided for by the applicable Core Terms.

Call-Off General Term 7.

The Buyer will only use the Relevant Data in accordance with the Law and for the Permitted Purpose and will delete the Relevant Data when it is no longer reasonably required for the Permitted Purpose, except to the extent retention is necessary to comply with the Law.

Call-Off General Term 8.

The Buyer will not take, omit to take or permit any action be taken with respect to Relevant Data which would cause the Relevant Subcontractor of that data to breach the Law or would reasonably be likely to bring the Relevant Subcontractor into disrepute, for the duration of the Call-Off Contract.

Call-Off General Term 9.

If the Buyer reasonably suspects it has breached any Call-Off Special Term, it will notify the Supplier in writing of such suspected breach, within 5 Working Days of becoming aware of such suspected breach.

Call-Off General Term 10.

The Buyer will use its reasonable endeavours to prevent the unauthorised access, disclosure, loss or use of the Relevant Data, to keep the Relevant Data secure and confidential, and ensure its employees comply with the terms of this Call-Off Contract for the duration of the Call-Off Contract.

Call-Off General Term 11.

The Buyer will not transfer the Relevant Data outside of the United Kingdom without the prior permission of the Supplier for the duration of the Call-Off Contract.

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Call-Off General Term 12.

The Buyer has not been granted any right to use any Relevant Marks or make any reference to a Relevant Subcontractor in any promotional materials by this Call-Off Contract.

Call-Off General Term 13.

The Buyer will not alter any Intellectual Property Rights acknowledgement or confidentiality marking incorporated in the reports which contain the Relevant Data and will ensure such markings if included in such reports are also included in copies of the reports made by the Buyer during this Call-Off Contract. The Supplier will ensure that the Deliverables clearly identify the sources of the Relevant Data so that the Buyer is able to comply with the above requirements.

Call-Off General Term 14.

The Buyer will have no ownership or Intellectual Property Rights in the Relevant Data, unless expressly provided for by this Call-Off Contract.

Call-Off General Term 15.

The Buyer will provide any reasonable assistance required by the Supplier and/or a Relevant Subcontractor (such assistance to be requested by the Supplier on the Relevant Subcontractor's behalf, and delivered via the Supplier) to reasonably determine the Buyer's compliance with the applicable Call-Off Special Terms (excluding audit rights which are covered by Call-Off General Term 17), or to resolve any complaints made by a third party to the Supplier or Relevant Subcontractor with respect to the Buyer's use of the Relevant Data.

Call-Off General Term 16.

Except to the extent reasonably required for the Permitted Purpose (and subject to Call-Off General Term 20) the Buyer shall not: (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Relevant Data to any third party, nor make the Relevant Data available for any such use; or (b) create or store in electronic form any library of the Relevant Data save that, and notwithstanding anything to the contrary, the Buyer shall be entitled to retain copies of the Relevant Data necessary for archival, regulatory and/or compliance purposes. The Buyer's right to retain such copies as set forth above shall survive termination/expiration of this Call-Off Contract.

Call-Off General Term 17.

Upon reasonable request of the Supplier, the Buyer will submit its data processing facilities, data files and documentation needed for processing to review, audit and/or

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certification by the Supplier (or any independent or impartial inspection agents or auditors, selected by the Supplier and not unreasonably objected to by the Buyer) to ascertain compliance with the applicable Call-Off Special Terms, with reasonable notice and during regular business hours. Reasonable notice for the purposes of this clause means written notice issued to the Buyer which includes full details of the access the Supplier will require, and which is issued to the Buyer at least 60 days in advance. Such request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the Buyer, and any internal governance approval processes the Buyer is subject to, which consent or approval the Buyer will attempt to obtain in a timely fashion. Any right to access the Buyer's data processing facilities, data files and documentation will cease on termination and/or expiry of this Call-Off Contract.

**Call-Off General Term 18.**

The Buyer shall only process Personal Data pursuant to this Call-Off Contract in accordance with its obligations under Data Protection Legislation.

The Buyer will, pursuant to the above, if required by Data Protection Legislation:

- (a) notify the individual whose Personal Data is being processed pursuant to this Call-Off Contract, that their information will be disclosed to a credit reference agency, which may keep a record of that information and disclose it (and the fact that a search was made) to its other customers, including for the Permitted Purposes; and
- (b) on request from the individual whose Personal Data is being processed pursuant to this Call-Off Contract (which may be received directly or via the Supplier), provide a copy of the notification used to satisfy the above obligations to the individual concerned.

If requested by the Supplier, the Buyer will notify the Supplier in writing of the parts of the Data Protection Legislation it is relying on in order to receive and use the Deliverables, within 10 Working Days of a request being made.

For the avoidance of doubt, any reference to the data protection relationship in respect of Relevant Data as listed in Call-Off Special Schedule 1 relates to the data protection relationship between the Supplier and its Relevant Subcontractor in respect of such Relevant Data, and does not relate to the data protection relationship between the Buyer and the Supplier (which is outlined in Joint Schedule 11 (Processing Data)).

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Call-Off General Term 19

19.1 [Redacted].

19.2 [Redacted].

19.3 [Redacted].

19.4 [Redacted].

19.5 [Redacted].

19.6 [Redacted].

19.7 [Redacted]

19.8 [Redacted].

Call-Off General Term 20

20.1 Notwithstanding any clause to the contrary in these Call-Off Special Terms, the parties accept that the Buyer may share the Relevant Data with third parties (without the need to flow down any Additional Terms to such third parties):

- (a) as legally required in response to a Data Subject Access Request;
- (b) as required to be shared with the Buyer's Data Subjects for the Permitted Purpose; and
- (c) [Redacted].

20.2 The Buyer's right under this Call-Off General Term 20 shall survive termination or expiration of this Call-Off Contract.

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**Call-Off Special Schedule 1 (Additional Terms)**

[Redacted].

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CALL-OFF START DATE: 25<sup>th</sup> July 2024

CALL-OFF EXPIRY DATE: 23<sup>rd</sup> August 2025

CALL-OFF INITIAL PERIOD: Up to Fourteen (14) Months

The Contract shall be for a period of up to Fourteen (14) Months, including a Two (2) Month implementation period. The minimum term of the Contract will be 8 Months (Minimum Term) from the Commencement Date.

The Buyer may terminate the Contract for convenience on Thirty (30) Days' notice provided that such notice shall not take effect until the expiry of the Minimum Term.

**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 £274,720.

**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 (if used) in Framework Schedule 3 (Framework Prices)

The Call Off Charges will not be impacted by any change to the Framework Prices.

The Call Off Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Purchase order

As referenced within Section 13. Payment and Invoicing, Call-Off Schedule 20 (Call-Off Specification).

**BUYER'S INVOICE ADDRESS:**

SSCL/DWP Invoices

PO Box 406

Newport

NP10 8FZ

Framework Ref: RM6226 Debt Resolution Services

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E-mail: [APinvoices-DWP-U@sscl.gse.gov.uk](mailto:APinvoices-DWP-U@sscl.gse.gov.uk)

SSCL Helpline for payment queries: 0845 241 5352

**BUYER'S AUTHORISED REPRESENTATIVE**

[Redacted]

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

**BUYER'S ENVIRONMENTAL POLICY**

This is the link to the UK Government Environmental Policy:

<https://www.gov.uk/government/publications/framework-generic-guidance-provider-guidance/chapter-10-sustainable-development>

**BUYER'S SECURITY POLICY**

Appended at Call-Off Schedule 9 (Security Requirements)

Reference to general DWP Policies and Standards can also be found within the following link as there are multiple relevant documents: [DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[Redacted]

The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB

**SUPPLIER'S CONTRACT MANAGER**

[Redacted]

The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB

**PROGRESS REPORT FREQUENCY**

Not Used

**PROGRESS MEETING FREQUENCY**

Not Used

**KEY STAFF**

[Redacted]

The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB  
Permanent

[Redacted]

The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB  
Permanent

[Redacted]

The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB  
Permanent

**KEY SUBCONTRACTOR(S)**

Framework Ref: RM6226 Debt Resolution Services

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Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier’s Commercially Sensitive Information

**SERVICE CREDITS**

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

The Service Credit Cap is: 15% of the relevant Monthly Service Fee.

The Service Period is: One Month.

A Critical Service Level Failure is: As specified in Call Off Schedule 14 (Service Levels).

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

If directed by the Buyer, the Supplier may, as a condition for the award of the Call Off Contract, deliver to the Buyer within 30 days of a request by the Buyer:

- an executed Letter of Intent to Guarantee from the Guarantor; and
- a certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 (Guarantee).

**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).

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	24/07/24   17:46:24 BST	Date:	25 <sup>th</sup> July 2024