

Date:

2015

**Department for Work and Pensions
and
Integrated Debt Services Ltd
Debt Market Integrator Call-Off Order Form**

CALL-OFF ORDER FORM

Department for Work and Pensions Call-Off Agreement

Order No. UI_DWP_202164

- A. On 5 March 2014, the Framework Authority advertised in the Official Journal of the European Union (2014/S 045-075722) its intention to establish a single supplier framework with the Supplier for the provision of various debt management services to public bodies in the UK including analytics services, collection services, enforcement and litigation services, fraud and error services and consultancy services and invited expressions of interest from the private sector to subscribe for shares in the Supplier.
- B. On the same date as this Call Off Agreement, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Catalogue Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
- C. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter this Call-Off Agreement with the Supplier for the provision of the Selected Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form.
- D. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Standard Terms.

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Section A: Customer Details

Call-Off Agreement Reference: Parties

1.	Customer	The Secretary of State for Work and Pensions
2.	Address	Caxton House, Tothill Street, London SW1H 9NA

The Service Recipients for the purpose of this Call-Off Agreement are:

3.	Service Recipients	The Department for Social Development (DSD NI) acting for Debt Management Northern Ireland (DMNI) Child Maintenance Group (CMG) within the Department of Work and Pensions
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Section B: Preliminaries

4.	Conditions Precedent	None
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Section C: Call-Off Agreement Particulars

5.	Background	General background information relating to the Customer and its requirements are set out in Appendix 8 (Background to the Customer). For the avoidance of doubt, the information set out in Appendix 8 is not legally binding and shall not operate to create any obligation on either party.
6.	Customer Responsibilities	The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 4 (Customer Responsibilities) to this Call-Off Order Form.
7.	TUPE and Pensions	The Parties do not believe that the Employment Regulations will apply in such a way so as to transfer the employees of the Customer, a Service Recipient or a Former Supplier to the Supplier on the date of the Achievement of the SCD Milestone. Accordingly the Parties agree that Part C of Schedule 5.1 (Staff Transfer) shall apply as at the date of the Achievement of the SCD Milestone and that Part A and Part B shall not apply. Part D of Schedule 5.1 shall apply also.
8.	Data Retention	The data retention periods are set out in Paragraph 4.7 (Termination Obligations) of Schedule 4.3 (Exit Management) to the Standard Terms and Schedule 6.4 (Records Provisions) to the Framework Agreement.

Section D: Personnel and Governance

9.	Customer Representative	Name	[REDACTED]
		Address	[REDACTED]

		Telephone No.	[REDACTED]
		Email	[REDACTED]

The Supplier agrees to provide copies of communications between the Supplier and the Customer Representative to individuals on behalf on each Service Recipient at the Customer's request, such persons to be notified by the Customer from time to time.

10.	Supplier Representative	Name	[REDACTED]
		Address	Integrated Debt Services Ltd 8 Fletcher Gate Nottingham NG1 2FS
		Telephone No.	[REDACTED]
		Email	[REDACTED]
11.	Customer Notice	Name	[REDACTED]
		Address	5 th Floor, Caxton House, Tothill Street, London SW1H 9NA
		Email	[REDACTED]
12.	Supplier Notice	Name	[REDACTED]
		Address	Integrated Debt Services Ltd 8 Fletcher Gate Nottingham NG1 2FS
		Email	[REDACTED]

The information referred to in paragraph 3 of Schedule 4.1 (Governance) of the Standard Terms is set out below:-

13. Service Management Board	
Customer Board Member(s)	As notified by the Customer from time to time
Supplier Board Member(s)	[REDACTED]
Start date for Board Meetings	At least 4 weeks prior to the Service Commencement Date

Frequency of Board Meetings	Quarterly or more often as required and agreed between the Parties (and the Parties agree that, where practical, the meetings of the Service Management Board and the Change Management Board will be held back to back)
Location of Board Meetings	Customer premises as notified by the Customer or such other premises as the Parties agree from time to time

14. Change Management Board	
Customer Board Member(s)	As notified by the Customer from time to time
Supplier Board Member(s)	[REDACTED]
Start date for Board Meetings	At least 4 weeks prior to the Service Commencement Date
Frequency of Board Meetings	Quarterly or more often as required and agreed between the Parties (and the Parties agree that, where practical, the meetings of the Service Management Board and the Change Management Board will be held back to back)
Location of Board Meetings	Customer premises as notified by the Customer or such other premises as the Parties agree from time to time

15. Implementation Board	
Customer Board Member(s)	As notified by the Customer from time to time
Supplier Board Member(s)	[REDACTED]
Start date for Board Meetings	As notified by the Customer
Frequency Board Meetings	Fortnightly unless otherwise agreed between the Parties
Location of Board Meetings	Customer premises as notified by the Customer or such other premises as the Parties agree from time to time

16. Contract and Operations Board	
Customer Board Member(s)	As notified by the Customer from time to time

17. Framework Change Management Board	
Customer Board Member(s)	As notified by the Customer from time to time

Section E: Selected Services and Customer Specific Requirements

18.	Customer's Selected Services	The Customer's Selected Services are set out in Appendix 1 (Selected Services and Customer Specific Requirements) to this Call-Off Order Form.
19.	Customer Specific Requirements	The Customer Specific Requirements are set out in Appendix 1 (Selected Services and Customer Specific Requirements) to this Call-Off Order Form.

Section F: Implementation

The Implementation Plan is set out in Appendix 3 (Implementation) to this Call-Off Order Form.

Section G: Agreements to be Novated

If requested by the Customer at any time during the Term, the Supplier agrees to accept a novation of any of the following Third Party Service Contracts from the Customer and such novation shall be in accordance with Clause 7.17 of this Call-Off Agreement and upon terms substantially in the form set out in Schedule 3.8 (Novation Agreement) of the Framework Agreement.

20.	Agreements to be Novated	None
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Section H: Financial Matters

The Supplier shall split invoices between the Customer and each of the following Service Recipients so that the Customer and each Service Recipient receives a self-contained invoice for the Ordered Services which they receive and such invoices shall contain the information required by Paragraph 9.3 of Schedule 3.1 (Charges and Invoicing).

21.	Invoice Addresses	
	DWP	[REDACTED]
	DMNI	[REDACTED]
	CMG	[REDACTED]

DWP and CMG invoices should now be sent to:

FAO: Accounts Payable
DWP
PO Box 406
SSCL
Phoenix House
Celtic Springs Business Park
Newport NP10 8FZ

22.	Delay Payments
	For the purposes of paragraph 9.1(a) of Schedule 3.1 (Charging and Invoicing) to the Standard Terms, the Delay Payment Rate shall be as follows from the SCD Milestone Date: [REDACTED]
23.	Investment Costs
	The Parties agree that the Customer Specific Investment Costs shall be [REDACTED]
24.	Post Go-Live Stabilisation Periods
	<p>The Parties agree that the meaning of the term "Post Go-Live Stabilisation Period" shall have a different meaning when applied to the following requirements of the Customer:</p> <ul style="list-style-type: none"> (a) Special Condition 27.7(e) and 27.7(f) - the Post Go-Live Stabilisation Period shall be the period of 0 (zero) days from the SCD Milestone Date such that no Post Go-Live Stabilisation Period shall apply; (b) Special Condition 27.7(b) - the Post Go-Live Stabilisation Period shall be the period of 2 (two) months from the achievement of the SCD Milestone; (c) In relation to paragraph B2.02 of the Schedule 3.1 of the Framework Agreement (Service Catalogue) the Post Go-Live Stabilisation Period shall be the period of 3 (three) months from the agreed SCD Milestone Date relevant to such service; and (d) In relation to paragraph B2.04 of the Schedule 3.1 of the Framework Agreement (Service Catalogue) the Post Go-Live Stabilisation Period shall be the period of 1 (one) month from the agreed SCD Milestone Date relevant to such service.
25.	KPIs
	[REDACTED]

OFFICIAL - SENSITIVE

KPI Ref	Service	KPI Description	Process of Measurement	Target Performance Level	Measurement Period	Clock Start	Clock Stop	Severity Level		
								Minor	Material	Critical (Medium or High)
#2										
#5										
#6a										

[REDACTED]

Section I: Insurance

26.	Required Insurances
	<p>The Supplier shall take out (or procure the taking out of) policies of insurance which meet the requirements set out in Appendix 5 (Required Insurances) to this Call-Off Order and shall maintain (or procure the maintenance of) such policies of insurance for the periods specified in that Appendix.</p> <p>For the avoidance of doubt, the parties acknowledge that the obligations to maintain insurance set out in the Framework Agreement and/or any Call-Off Agreements apply separately and nothing in this Call Off Agreement and/or any Call Off Agreement requires the Supplier to take out and/or maintain insurances that total an aggregated value of the insurances required to be held under each agreement. For illustrative purposes only, if the Framework Agreement includes an obligation to carry third party public and products liability insurance of £5,000,000 and there is one Call-Off Agreement in existence with an obligation to carry third party public and products liability insurance of £5,000,000, the Supplier shall not be obliged to aggregate these and carry third party public and products liability insurance of £10,000,000.</p>

Section J: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Standard Terms

27.	Special Conditions
27.1.	<p>The Supplier acknowledges that Paragraph 12.2 of Schedule 3.6 (Security Management) to the Framework Agreement and, in addition, clauses 24A.1(d) and 27.4(d) (as applicable) of the Standard Terms, in relation to restricted countries, regulate any change in the location of data storage, processing and administration. The Supplier is directed to the following link where further guidance is set out in relation to the approach the Customer takes when considering proposals to off-shore outside the UK:</p> <p>https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251307/guide-fordwp-contractors-offshoring-policy.pdf.</p> <p>Where Service Recipients have further guidance applicable to themselves in relation to offshoring then they will separately notify the Supplier in writing.</p>

27.2.	<p>Data Sharing</p> <p>(a) With effect from the Service Commencement Date (or earlier as agreed if live testing has been approved by the Customer as part of Implementation), the Supplier (and any Sub-contractor) shall only be permitted, for the purposes of providing the Services to the Customer, to combine Customer Personal Data or Debtor Data with Personal Data or Debtor Data it holds independently of this Call-Off Agreement or which is derived from a third party for the purposes of this Call-Off Agreement provided that such processing is carried out in accordance with such instructions as the Customer notifies to the Supplier in writing from time to time.</p> <p>(b) For the avoidance of doubt, the Customer does not authorise the Supplier (or any Subcontractor) to combine Customer Personal Data or Debtor Data with Personal Data it (or they) hold independently of this Call-Off Agreement or which is derived from a third party for any purpose including the provision of services to third parties except as expressly permitted by Special Condition (a) above and (c) below.</p> <p>(c) The Supplier acknowledges and agrees that the Customer and HM Revenue & Customs ("HMRC") have the ability to share information pursuant to section 127 of the Welfare Reform Act 2012. The Supplier agrees that:</p>
	<p>(i) the Supplier (and any Sub-contractor) shall not Process any Customer Personal Data or Debtor Data with any HMRC Personal Data or Debtor Data unless approved in writing by the Customer and HMRC in accordance with paragraph (ii) below;</p> <p>(ii) where the Customer and HMRC approve that the Supplier (and any Subcontractor) can Process Customer Personal Data or Debtor Data with HMRC Personal Data or Debtor Data then the Customer and HMRC shall send a joint written notice to the Supplier (which shall only be effective if signed by the Customer Representative and the HMRC customer representative (as provided for in HMRC's DMI call off agreement)) and such notice shall set out and the Supplier (and any Sub-contractor) shall comply with any parameters and conditions which apply to such Processing and in any event the Supplier shall ensure that such Processing shall only be carried out in accordance with the provisions of applicable Data Protection Legislation and in a manner which is lawful.</p> <p>Where a Service Recipient has an equivalent right for its information to be shared with HMRC then that Service Recipient and HMRC shall be entitled to send a notice to the Supplier permitting that Processing on similar terms to that set out above.</p> <p>(d) The Supplier acknowledges and agrees that certain categories of Customer Personal Data and Debtor Data must be kept separate from other categories of Customer Personal Data and Debtor Data. The Customer (in relation to its Personal Data and Debtor Data) or Service Recipients (in relation to its Personal Data and Debtor Data) will, from time to time, identify any such data which must be kept separate in this manner and the Supplier (and any Sub-contractor) agrees that it will keep such categories of data separately and will not merge it with other Customer Personal Data and Debtor Data.</p>
27.3.	This section has been removed 30/5/17

27.4.	<p>(a) The parties acknowledge and agree that the Customer currently has a requirement for analytics as outlined in paragraphs B2.02 and B2.04 of the Schedule 3.1 of the Framework Agreement (Service Catalogue) ("Analytics Requirement"). The Customer is considering the purchase of Services to fulfil the Analytics Requirement through this Call Off Agreement.</p> <p>(b) The parties shall comply with the implementation milestones set out below in respect of such Analytics Requirement and if the parties agree in accordance with Paragraph 27.4 (c) below the Customer shall purchase Services to fulfil the Analytics Requirement through this Call-Off Agreement.</p>			
	Milestone and date	Milestone Achievement Criteria	Customer Responsibility	
	Solution Definition 15 March 2015	Supplier to provide finalised requirements document to the Customer for its review and signoff	To review and signoff requirements within 10 Working Days	
	Solution Validation 31 May 2015	<p>A) Supplier to provide demonstration of Public Sector Gateway to include the following functionality:</p> <ul style="list-style-type: none"> ○ Suppression of agreed unwanted data items (specified in Slide 1, Page 20 of the [REDACTED] Offering dated 19/1/2015). 	<p>To provide sample debtor file by 28 February 2015</p> <p>To work with Supplier to refine the evaluation criteria</p> <p>To provide sufficient resources to conduct the</p>	

		<p>Affordability Measure REDACTED]</p> <ul style="list-style-type: none">○ Landline telephone number○ Mobile telephone number○ Removal of the Print Report icon○ Inclusion of 'Property insights' Data <p>Supplier will assist in supporting Customer interpretation how the Affordability measure is derived and what action it would inform.</p> <p>B) Supplier to provide the Customer with a refreshed file of 1000 debtor cases enriched with data per the agreed requirements specification including:</p> <ul style="list-style-type: none">○ Consumer data from REDACTED] including Affordability score [REDACTED] Assistance in supporting Customer interpretation how the Affordability measure is derived and what action it would inform.○ Mobile telephone numbers from [REDACTED] <p>C) The Customer will undertake a controlled test of [REDACTED] live cases on Public Sector Gateway against existing parameters to ensure the facility is [REDACTED] as effective as the existing service</p>	<p>controlled test and subsequent analysis.</p> <p>To provide transparency of the controlled test analysis with the Supplier</p>
	<p>c) Subject to completion of the Solution Validation Milestone, the parties shall work together in order to agree a mutually agreeable roll out of the solution such that the Supplier is delivering the Analytics Requirement in accordance with the terms of this Call-Off Agreement.</p>		
27.5.	<p>The Supplier agrees that it will only conduct any debt collection activity under this Call Off Agreement where a written collection strategy has been agreed with the Customer, is up to date and is in force and such activity shall at all times be conducted in accordance with such collection strategy.</p>		

27.6.	<p>The following definition shall be added to Schedule 1 (Definitions) of the Framework Agreement:</p> <p>"COOF Audit Agent: <i>any of the following, as notified by the Customer or any Service Recipient shall be the COOF Audit Agents:</i></p>
	<ul style="list-style-type: none"> (a) <i>the Customer or the Service Recipient's internal and external auditors;</i> (b) <i>the Customer or the Service Recipients statutory or regulatory auditors;</i> (c) <i>the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</i> (d) <i>HM Treasury;</i> (e) <i>any person formally appointed by the Customer or the Service Recipient to carry out audit or similar review functions (save that the Customer shall obtain the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed, or subject to unreasonable conditions) where any such person is a Competitor); and</i> (f) <i>successors or assigns of any of the above;"</i> <p>The following shall be added to Clause 16 (Records, Reports, Audits and Open Book Data) in the Standard Terms:</p> <p>"Customer Monitoring Audit and Assurance</p> <p>16.3 <i>The parties agree that, during the Post Go-Live Stabilisation Period ("DWP Initial Audit Period"), the Customer and the Service Recipients and the COOF Audit Agents shall be permitted to conduct audits on equivalent terms (with the necessary changes) as those granted to the Authority in Part C of Schedule 5.3 (Financial Reports and Audit Rights) of the Framework Agreement. Provided that:</i></p> <ul style="list-style-type: none"> a) <i>those terms, as applied in this special condition, shall be varied such that the limit to 4 audits in any Contract Year in Paragraph 1.2 of Part C to Schedule 5.3 shall be varied so that up to one audit per month shall be permitted during the DWP Initial Audit Period (subject to the Exceptional Circumstances which shall equally apply in this special condition with the necessary changes); and</i> b) <i>in respect of audits carried out under paragraph 1.2 of Part C to Schedule 5.3 (Financial Reports and Audit Rights) any audits carried out under this special condition shall not count towards the limit of 4 audits in any Contract Year in Paragraph 1.2 of Part C to Schedule 5.3 (Financial Reports and Audit Rights).</i> <p>16.4 <i>The Customer and/or any Service Recipient shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier or any Subcontractor (as applicable) to the extent that they are reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.</i></p> <p>16.5 <i>The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clause 16.3, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Customer and any/or Service Recipient for all the Customer and/or Service Recipient's reasonable costs incurred in connection with the audit."</i></p>

27.7.	It is agreed that the following changes shall be made to Annex 1 to Schedule 3.2 (Pricing and Rate Card) in the Framework Agreement: [REDACTED]
27.8.	The Parties agree that the calculation and application of the Commission Cap in paragraph 7.2 of Schedule 3.1 (Charges and Invoicing) shall be [REDACTED]
27.9.	The Customer hereby serves notice under Paragraph 7.1 of Annex 5 of Schedule 3.1 (Charges and Invoicing) to use a [REDACTED]
27.10.	<p>The Customer agrees that it shall use its reasonable endeavours to use the Supplier's [REDACTED]. For the purposes of this Paragraph "reasonable endeavours" shall include the Customer taking such actions as are reasonable which shall include the Customer:</p> <ul style="list-style-type: none"> i) Ensuring the required users have Internet Explorer 8 or above installed on their machine with Java Script enabled and have access to the internet. ii) Securing the necessary IT resource to: <ul style="list-style-type: none"> o Provide the Supplier and/or its Prime Sub-contractor with the Customer's fixed IP address; o Ensure the Customer's network is configured to not block access to the Core DMI Information System; and <p>Making any adjustments to its operational processes to align to managing queries through [REDACTED]</p> <p>For the avoidance of doubt, reasonable endeavours shall not include the Customer having to incur any significant expenditure.</p>
27.11.	<p>The parties agree that Clause 40.1(b) shall be replaced with the following:-</p> <p>"if the Customer elects to extend the Initial Term by serving notice on the Supplier at least <i>before the fourth anniversary of the earlier of: (a) the SCD Milestone Date and (b) the HMRC SCD Milestone Date, at the end of the Extension Period</i>"</p>

27.12.	<p>The parties acknowledge and agree that part of the Customer known as the Child Maintenance Group ("CMG") currently has a contract with [REDACTED] ("Incumbent Provider") in respect of Orders for Sale services (similar or equivalent to those defined in 3.06-6 of Schedule 3.1 to the Framework Agreement (Service Catalogue)) ("CMG Orders for Sale Contract").</p> <p>a) Subject to (c) below, the Customer shall procure the novation of the CMG Orders for Sale Contract to the Supplier on or within 5 Working Days of the Effective Date on terms to be reasonably agreed between the parties.</p> <p>b) On the Framework Effective Date, the Customer shall provide the Supplier with a copy of the CMG Orders for Sale Contract. If there is a material difference between the terms of the CMG Orders for Sale Contract and this Call-Off Agreement or the Framework Agreement in respect of i) the description of the Orders for Sale services; or ii) the ancillary requirements in such documentation, then the Parties shall discuss and agree any alternative solution in accordance with the Change Control Procedure.</p> <p>c) The Supplier shall not be obliged to provide Orders for Sale services under this Call-Off Agreement or otherwise to CMG until such time as it has received a validly signed and executed novation of the CMG Orders for Sale Contract.</p> <p>d) Following novation of the CMG Orders for Sale Contract the Supplier shall use its reasonable endeavours to agree an extension or like for like replacement of the CMG Orders for Sale Contract with the Incumbent Provider for a minimum period of 12 months.</p> <p>e) The Supplier shall be relieved of any obligation it has under this Call-off Agreement (and accepts and acknowledges that the Prime Subcontractor shall be relieved of any obligation it has under its Sub-contract) and would be entitled to claim relief (as a Relief Event) where the Supplier is unable to comply with its obligations under this Call-Off Agreement and/or the Prime Sub-contractor is unable to comply with its obligations under the Prime Sub-contract (as applicable) in each case to the extent that this is caused by the terms of the CMG Orders for Sale Contract.</p> <p>f) not used.</p> <p>g) The Customer reserves the right to terminate the CMG Orders for Sale Contract by the Customer giving the Incumbent Provider three months' advance notice in writing, without any obligation to make compensation. In the exercising of this right, the Customer may seek consent from the Supplier to amend the period of notice (such consent not to be unreasonably withheld).</p> <p>(i) Any accounts being serviced by the Supplier at the time of termination will remain with the Supplier through to their conclusion in accordance with the following service requirement document titled 161108 OFS CMG Requirements 1.1. (Version 1.1 dated 03/03/2017): [REDACTED]</p>
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	(j) In the event the Customer exercises its right to terminate the CMG Orders for Sale Contract any such Services carried out subsequent to termination will be invoiced and paid for accordingly in accordance with agreed commercial terms in place at the time of termination.
27.13.	<p>The Parties agree that the following conditions shall apply with respect to the provision of the service under URN 2.04 to CMG (in respect of the 93 and 03 legacy systems): [REDACTED]</p> <p>The following additional charges to apply to the existing pricing for this Service: [REDACTED]</p>
27.14.	<p>The Parties agree to the following special conditions: [REDACTED]</p>
27.15.	<p>The Parties agree that the DWP Low Value and High Value Collections and all DFC Collections shall be classified as Bespoke Services as set out in Paragraph 1.12(g) of Part A of Annex 1 of Schedule 3.2 (Pricing and Rate Card) of the Framework Agreement. They shall be charged at [REDACTED]</p> <p><u>DWP Field Trial</u></p> <p>The Supplier, acting through a chosen DCA, will provide a field service consisting of [REDACTED] (From September 2018 an additional [REDACTED] will be added to the service for the duration of the original trial). [REDACTED]</p>

27.16.	The Parties agree that in relation services called off by the Customer under URN 2.04i, 2.04ii, 2.04iii and 2.04vi, the applicable pricing shall be the [REDACTED] set out in Option 3 under URN2.04a in Schedule 3.2 (Pricing and Rate Card) of the Framework Agreement.
27.17.	The Parties agree that: [REDACTED]
27.18.	The Parties agree that the DWP Low and High Collections and all DFC Collections shall be classified as Bespoke Services as set out in Paragraph 1.12(g) of Part A of Annex 1 of Schedule 3.2 (Pricing and Rate Card) of the Framework Agreement. Such Collections shall be charged at [REDACTED]
27.19.	The Parties agree that the annual charge of [REDACTED] for Analytical and BAU Support under URN 2.08i as set out in Schedule 3.2 (Pricing and Rate Card) of the Framework Agreement will only be payable by the Customer for the first year that the relevant services are provided.

27.20.	<p>ISO 27001 Exemption</p> <p>Notwithstanding the provisions of: (i) Clauses 6.1 and 16.1 and Schedules 3.5 (Standards) and 3.6 (Security Management) of the Framework Agreement; and (ii) Clause 7.8(a)(iii) of the Standard Terms, the Parties acknowledge and agree that:</p> <p>the Framework Authority exempts [REDACTED] from the obligation for all relevant Sub-contractors providing Litigation and Enforcement Services to hold ISO27001 Certification in accordance with Schedule 3.5 (Standards) of the Framework Agreement;</p> <p>by virtue of that exemption, the absence of such ISO27001 Certification by [REDACTED] shall not:</p> <ul style="list-style-type: none"> i) constitute a Notifiable Default under the provisions of Clause 10.1(c) of the Framework Agreement; ii) <p>trigger any requirements for a Rectification Plan under Clause 36.1(c) of the Standard Terms; or</p> <ul style="list-style-type: none"> iii) otherwise constitute a breach of the Framework Terms, the Standard Terms or this Call-Off Agreement regarding compliance with Standards or any associated obligations of Sub-contractors including the Prime Sub-contractor in respect of the same; and <p>all other relevant and applicable Standards shall continue to apply to the provision of Litigation and Enforcement Services by [REDACTED] as a Sub-contractor.</p>
27.21	<p>In respect of URN 3.12 (Enforcement & Litigation Services), the Customer agrees that it shall be receiving payments directly from DCAs and that it will reconcile such payments against the payment files received from the Supplier.</p> <p>The Customer agrees that the Supplier has no liability in relation to the transfer of such payments and the relevant reconciliation process (where the DCA has transferred all receipts in the agreed format and by agreed process as documented in the Operations Manual) and the Customer shall rely on its contractual rights to directly enforce the relevant Debtor Interaction Sub-contract(s) against the relevant DCA(s) in this regard.</p>

27.22.	<p>ISO 27001 Exemption</p> <p>Notwithstanding the provisions of: (i) Clauses 6.1 and 16.1 and Schedules 3.5 (Standards) and 3.6 (Security Management) of the Framework Agreement; and (ii) Clause 7.8(a)(iii) of the Standard Terms, the Parties acknowledge and agree that:</p> <ul style="list-style-type: none"> a) the Framework Authority exempts [REDACTED] from the obligation for all relevant Sub-contractors providing Litigation and Enforcement Services to hold ISO 27001 Certification in accordance with Schedule 3.5 (Standards of the Framework Agreement); b) by virtue of that exemption, the absence of such ISO27001 Certification by [REDACTED] shall not: <ul style="list-style-type: none"> i) constitute a Notifiable Default under the provisions of Clause 10.1(c) of the Framework Agreement; ii) trigger any requirements for a Rectification Plan under Clause 36.1(c) of the Standard Terms; or iii) otherwise constitute a breach of the terms of the Framework Agreement, the Standard Terms or this Call-Off Agreement regarding compliance with Standards or any associated obligations of Sub-contractors including the Prime Sub-contractor in respect of the same; and c) all other relevant and applicable Standards shall continue to apply to the provision of Litigation and Enforcement Services by [REDACTED] as a Sub-contractor.
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Section K: Complaints

The Supplier shall implement and operate the Complaints Process as set out in Appendix 9 (Complaints Process) as supplemented by the provisions set out below:

28.	Customer Complaints Manager (DWP)	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]
	Customer Complaints Manager (DMNI)	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]
	Customer Complaints Manager (CMG)	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]
29.	Supplier Complaints Manager	Name	As notified by the Supplier
		Address	As notified by the Supplier
		Telephone No.	As notified by the Supplier
		Email	As notified by the Supplier

Section L: Formation of Call-Off Agreement

The execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract.

SIGNED for and on behalf of the Customer:

Signature	
Print Name	
Title	
Date	

SIGNED for and on behalf of the Supplier:

Signature	
Print Name	
Title	
Date	

Appendix 1 (Selected Services and Customer Specific Requirements)

Additional General Requirements

The following table lists each Additional General Requirement which would be applicable to the provision of any Ordered Service to the Customer or any of its Service Recipients:

Additional General Requirements	
1.	<p>The Supplier's Debt Collection Services element shall be supported by the Customer's Private Sector Interface Teams and the Supply Management Interface Team between the following times: 08:30 to 16.30 Monday – Friday or as notified by the Customer.</p> <p>In respect of Corporate Debt, DWP's CDCU can be contacted between 08.30 until 17.00 Monday – Friday (or as notified by the Customer). CDCU DMNI can be contacted between 09.00 until 17.00 Monday – Friday (or as notified by the Customer).</p> <p>The Supplier will not discuss cases with anybody except the DWP PSIT, DMNI PST or CDCU.</p>
2.	<p>The Customer may transfer additional debt balances to accounts already placed with the Supplier. The Supplier will upload the additional debt within 48 hours of receipt and write to the Debtor within seven (7) days of receiving the additional debt balances from the Customer to advise them of the change in balance being sought.</p>
3.	<p>The Customer may advise the Supplier of other adjustments required to Debtor's accounts and requires that the adjustments are made to records within 24 hours of the Supplier receiving notification.</p>

4.	<ul style="list-style-type: none"> • The Supplier will ensure that access to Debtor CRA Data by the Supplier or by the Customer and/or any Service Recipient through the Supplier should not leave any "Debtor Footprint" or "Third Party Footprint" on the CRA database and/or the Debtor's CRA Record, except where otherwise agreed in writing and subject to and in accordance with the following: <ul style="list-style-type: none"> ○ the Customer and/or the Service Recipients and the Supplier will agree during Implementation, and as may be applicable throughout the term, the data sets required by the Customer and/or the Service Recipient (the "Required Customer Data Set") and the further information required by the Supplier to request access to such data sets from the CRAs. Such further information shall include details of any relevant Data Protection Legislation either: (i) under the Data Protection Act 1998 for any data processed up to but excluding 25 May 2018; or (ii) under any applicable Data Protection Legislation for data Processed on or after 25 May 2018, other rights of access permitted by Data Protection Legislation, other statutory rights of access under, for example,
	<p>the Social Security Fraud Act 2001 or such other legislation which may be applicable to a Customer and/or Service Recipient (Access Information);</p> <ul style="list-style-type: none"> ○ the Customer and/or the Service Recipients shall provide to the Supplier the Access Information as is reasonable to allow the Supplier to request access to the Required Customer Data Set; ○ on receipt of the Access Information the Supplier shall confirm with the CRAs if: (i) such Access Information is acceptable; (ii) access to the Required Customer Data Set will be provided; and (iii) the status of any footprint which such access would leave on the CRA database and/or the Debtor's CRA Record; ○ the Supplier shall confirm to the Customer and/or the Service Recipients where access is permitted and the CRA has confirmed that such access will not leave a Debtor Footprint or a Third Party Footprint;

- where the CRA has considered the Access Information in relation to the Required Customer Data Sets and has confirmed that either (i) access is not permitted or (ii) such access would leave a Debtor Footprint , the Supplier shall notify the Customer and/or the Service Recipients and the Customer and/or the Service Recipients shall, at their sole discretion, confirm to Supplier that either:
 - it wishes to proceed with access to such data set and accepts that a Debtor Footprint will be left on the CRA database and/or the Debtor CRA Record provided that such confirmation will only be valid if provided in writing by the Customer Representative; or
 - it does not wish to proceed with access to such data set;
- The Supplier shall, where access is not permitted or would leave a Debtor Footprint, advise the Customer and/or the Service Recipients of any other methods to collect all or part of the Required Customer Data Sets from other sources, if available;
- A Bureau Footprint will be left on the CRA database and/or the Debtor's CRA Record for all searches.
- No searches or access to any data set will leave a Third Party Footprint, unless expressly approved by the Customer and/or a Service Recipient provided that such approval will only be valid if provided in writing by the Customer Representative.

The term:

- - "CRA" means a credit reference agency used by the Supplier to obtain information pertaining to a Debtor as part of the Services;
 - "Debtor CRA Data" means the Required Customer Data Sets supplied by a CRA in relation to a Debtor as requested by the Customer and/or Service Recipient as part of the Services;
 - "Debtor CRA Record" means a record held by a CRA in relation to a Debtor which details information about the Debtor including contact details and financial information.
 - "Debtor Footprint" means, a footprint which is left on the CRA database and/or the Debtor's CRA Record which is visible to the Debtor.
 - "Third Party Footprint" means a footprint which is left on the CRA database and/or the Debtor's CRA Record which is visible to third parties, other than the CRA or the Debtor;
 - "Bureau Footprint" means a footprint which is left on the CRA database and/or the Debtor's CRA Record which is only visible to the CRA and which is used for audit and access record purposes.

B 1.01	[REDACTED]	[REDACTED]	[REDACTED]
B 1.02	[REDACTED]	[REDACTED]	[REDACTED]

Selected Service			Additional Service Specific Requirement
Unique Reference Number	Service Title	Recipient	
All of A (Business requirements which may be reflected framework agreement, Payments-related, IT related, Other and SL/MI)	[REDACTED]	[REDACTED]	[REDACTED]

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B 1.03	[REDACTED]	[REDACTED]	[REDACTED]
B 1.04	[REDACTED]	[REDACTED]	[REDACTED]
B 1.05	[REDACTED]	[REDACTED]	[REDACTED]
B 1.06	[REDACTED]	[REDACTED]	[REDACTED]
B 1.07	[REDACTED]	[REDACTED]	[REDACTED]
B 1.08	[REDACTED]	[REDACTED]	[REDACTED]
B 1.10	[REDACTED]	[REDACTED]	[REDACTED]
B 1.11	[REDACTED]	[REDACTED]	[REDACTED]
B 1.12	[REDACTED]	[REDACTED]	[REDACTED]
B 1.13	[REDACTED]	[REDACTED]	[REDACTED]
C 2.02	[REDACTED]	[REDACTED]	[REDACTED]
C 2.03	[REDACTED]	[REDACTED]	[REDACTED]
C 2.03a	[REDACTED]	[REDACTED]	[REDACTED]

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C 2.04	[REDACTED]	[REDACTED]	[REDACTED]
C 2.06	[REDACTED]	[REDACTED]	[REDACTED]
C2.08i	[REDACTED]	[REDACTED]	[REDACTED]
C 2.09	[REDACTED]	[REDACTED]	[REDACTED]
C 2.11	[REDACTED]	[REDACTED]	[REDACTED]
D 3.02	[REDACTED]	[REDACTED]	[REDACTED]
D 3.03	[REDACTED]	[REDACTED]	[REDACTED]
D 3.04	[REDACTED]	[REDACTED]	[REDACTED]
D 3.05	[REDACTED]	[REDACTED]	[REDACTED]
D 3.06	[REDACTED]	[REDACTED]	[REDACTED]
D 3.10	[REDACTED]	[REDACTED]	[REDACTED]
D 3.11	[REDACTED]	[REDACTED]	[REDACTED]
D 3.12	[REDACTED]	[REDACTED]	[REDACTED]

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Appendix 2 (Customer Specific Standards)

None

Appendix 3 (Implementation)

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DWP Collections Implementation Plan

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Milestone		Milestone Achievement Criteria also specifying Deliverables (and associated tasks) required to Achieve each Milestone)	Milestone Date	Customer Responsibilities
No.	Title			
Key Milestone	Customer collections Ordered Service Commencement Date. (SCD Milestone)	1. Successful Achievement of the Customer Authority to Proceed Milestone 9.	21/09/15	
1.	Detailed baseline IT Requirements for DWP and Department for Communities signed-off by the Customer.	1. The Supplier shall provide the draft baseline IT File Specification Document and the draft baseline IT Delivery Document to the Customer at least five (5) Working Days before the Milestone Date. 2. The Supplier shall gain sign-off of the baseline IT File Specification Document and the baseline IT Delivery Document from the Customer by the Milestone Date.	08/05/15	1. The Customer shall identify the associated Debt Type (as stated in the FRT) for each individual account as part of their referral process to the Supplier. 2. The Customer shall review and provide feedback on final draft baseline IT File Specification Document draft baseline IT Delivery Document within five (5) Working Days of receipt from the Supplier.
2.	The Supplier baseline Operations Manual signed-off by the Customer.	1. The Supplier shall provide a draft baseline Customer Operations Manual to the Customer at least fifteen (15) Working Days before the Milestone Date.	03/07/15	1. The Customer shall review and provide feedback on draft baseline Customer Operations Manual provided by the Supplier within ten (10) Working Days of receipt from the Supplier.

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		<p>2. This should contain as a minimum:</p> <p>2.1. Customer and Supplier Contacts</p> <p>2.2. Process overview - New placements (including Service Order template)</p> <p>2.3. Process Overview- Recalls and closures</p> <p>2.4. Service Level Agreements</p> <p>2.5. Update files</p> <p>2.6. Financial Processes</p> <p>2.6.1. Direct transactions</p> <p>2.6.2. Collections Transactions</p> <p>2.6.3. Remittance /Invoice</p> <p>2.7. Settlements</p> <p>2.8. Query Management</p> <p>2.9. Management Information requirements</p> <p>2.10. DCA Panel</p> <p>2.11. IT Support Desk</p> <p>2.12. Public and other (if applicable) Holidays</p>		<p>2. Customer to complete its [REDACTED] analysis in sufficient time prior to the Operations Manual Milestone Date and inform the Supplier of its use.</p>
		<p>2.13. Handshake process</p> <p>2.14. Complaints process</p> <p>2.15. File transfer</p> <p>2.16. Change Control</p> <p>2.17. Process changes/exclusions</p>		

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		<ol style="list-style-type: none"> The Supplier shall gain sign-off of the baseline Customer Operations Manual from the Customer by the Milestone Date. The Supplier shall provide the Customer with such information as it reasonably requires in order to complete its analysis of the use of [REDACTED]. 		
3.	Initial Debtor Interaction Subcontractor panel contracts signed to enable sufficient capacity for SCD Milestone.	<ol style="list-style-type: none"> The Supplier shall negotiate with Debtor Interaction Sub-contractors to provide suitable levels of Debtor Interaction Subcontractors to ensure service delivery within the UK and overseas. The Supplier shall give written notice to the Customer confirming that the Supplier has entered into written contracts upon terms, which comply with the Call-Off Agreement with the minimum of five Debtor Interaction Sub-contractors to allow services to commence from the SCD Milestone Date, as agreed between the Supplier and Customer. The Supplier shall provide written confirmation from the Debtor Interaction Sub-contractor and copies of the Subcontracts and signed agreement to satisfy this Milestone Achievement Criteria. 	01/07/15	
4.	The Supplier Test Strategy and Test Plan signed-off by the Customer.	<ol style="list-style-type: none"> The Supplier shall provide a draft Test Strategy and Test Plan to the Customer at least five (5) Working Days before the Milestone Date. The Test Strategy and Test Plan referred to above must cover Milestones 1 and 8. The Supplier shall gain sign-off on the Test Strategy and Test Plan from the Customer. 	29/06/15	<ol style="list-style-type: none"> The Customer shall review and provide feedback on the draft Test Strategy and Test Plan within five (5) Working Days of receipt from the Supplier.

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5.	The Supplier completes delivery of training to Customer Subject Matter Experts ("SME") in accordance with the training plan	<ol style="list-style-type: none"> 1. The Supplier shall provide a draft Customer Training Plan and Training Pack to the Customer within ten (10) Working Days of the Operations Manual Milestone Date. 2. The Supplier shall obtain sign-off from the Customer of the Customer Training Plan and Training Pack. 3. The Supplier shall complete delivery of training to all identified SMEs in accordance with the Training Plan. 	21/08/15	<ol style="list-style-type: none"> 1. The Customer shall review and provide feedback on the Training Plan and Training Pack within five (5) Working Days of receipt from the Supplier.
6.	Accreditor validates Debtor Interaction Sub-contractors on the panel as at the Service Commencement Date ("Initial Debtor Interaction Sub-contractors")	<ol style="list-style-type: none"> 1. The Supplier shall ensure all Accreditation is completed and all Initial Debtor Interaction Sub-contractors comply with the security accreditation requirements in accordance with Framework Level Milestone 1. 	06/07/15	
7.	Each Initial Debtor Interaction Sub-contractor set of letters and contact strategies signed-off by the Customer	<ol style="list-style-type: none"> 1. The Supplier shall provide a draft of their proposed letters and contact strategies (which shall include call scripts and SMS content) to the Customer a minimum of ten (10) Working Days before the Milestone Date. 2. The Supplier shall gain sign-off from the Customer for the letters and contact strategies. 	21/08/15	<ol style="list-style-type: none"> 1. The Customer shall review and provide feedback on the Supplier's letters and contact strategies within ten (10) Working Days of receipt from the Supplier.

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8.	Customer Acceptance Testing signed-off by the Customer	<ol style="list-style-type: none"> 1. The Supplier shall complete the Customer Acceptance Testing ("CAT") in accordance with the Test Plan. 2. The Supplier shall act on and remedy issues identified by the Customer in the Customer feedback on testing results. 3. The Supplier shall re-test, if required by the Customer. 4. The Supplier shall act on and remedy issues identified by the Customer in the Customer feedback on re-testing results. 5. The Supplier shall gain sign-off from the Customer. <p>Testing shall be carried out in accordance Schedule 2.2 to the Call-Off Agreement.</p>	11/09/15	<ol style="list-style-type: none"> 1. The Customer shall complete configuration of connectivity prior to testing. 2. The Customer shall provide dummy/test files to the Supplier prior to testing. 3. The Customer shall review and provide feedback on CAT in accordance with the Test Plan.
9.	Customer Authority to Proceed	<ol style="list-style-type: none"> 1. Milestone will be achieved when: - Customer Level Milestones 1 to 8 completed in accordance to their individual Milestone Achievement Criteria. 2. Successful Achievement of the Framework Level Authority to Proceed Milestone 3 as set out in the Framework Implementation Plan. 	18/09/15	<ol style="list-style-type: none"> 1. The Customer shall complete Data Protection Act 1998 assurance of the Data-Flows Diagram in accordance with Framework Level Milestone 1.3.b. 2. The Customer shall review and confirm that Customer Level Milestones 1 to 8 are completed in accordance to their individual Milestone Achievement Criteria. 3. Once the Customer is satisfied all Milestones are Achieved, the Customer shall grant Authority to proceed to the Supplier. 4. To provide the Access Information (as defined in Part A of Appendix 1) within twenty (20) Working Days of the Effective Date.

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10.	Customer and Supplier agree Version 1 Performance Baseline	<ol style="list-style-type: none"> 1. The Supplier shall provide a draft Version 1 Performance Baseline to the Customer at least ten (10) Working Days before the Milestone Date. 2. The Supplier shall work collaboratively with the Customer to obtain the Customer's agreed historic account data from the Debtor Interaction Sub-contractors if necessary. 3. The Supplier shall gain sign-off of the Version 1 Performance Baseline from the Customer by the Milestone Date. 	27/11/15	<ol style="list-style-type: none"> 1. The Customer shall grant permission to their subcontract DCAs to provide the Supplier with agreed historic account level data, as soon as the Supplier Security Accreditation is completed, in accordance with Framework Level Milestone 1, following the Effective Date and such Baseline Data shall be provided in accordance with Paragraph 2 of Annex 5 of Schedule 3.1 (Charges and Invoicing). 2. Review and provide feedback on draft Version 1 Performance Baseline within ten (10) Working Days of receipt from the Supplier.
11.	Completion of the Customer Post Go-Live Stabilisation Period	<ol style="list-style-type: none"> 1. The Supplier shall provide a draft Stabilisation Handover Report to the Customer at least twenty (20) Working Days before the Milestone Date. 2. The Supplier shall review and impact any Customer comments on the report and resubmit to the Customer if required. 3. The Supplier shall gain sign-off from the Customer that the Post Go-Live Stabilisation Period has been completed. 	14/12/15	<ol style="list-style-type: none"> 1. The Customer shall review and provide feedback on the Stabilisation Handover Report within five (5) Working Days of receipt from the Supplier. 2. The Customer will approve that the Post Go-Live Stabilisation Period is complete.

Test Success Criteria

Where there are any Tests to be Achieved in order to Achieve a Milestone, the Test Success Criteria will be agreed between the parties as part of the Implementation Plan in accordance with the "Supplier Test Strategy and Test Plan signed-off by the Customer" Milestone set out above.

Appendix 4 (Customer Responsibilities)

- 1.1 The responsibilities of the Customer set out in this Appendix 4 constitute the Customer Responsibilities under this Call-Off Agreement.
- 1.2 Any obligations of the Customer in Schedule 4.1 (Supplier Solution) to the Framework Agreement shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically highlighted as "Customer Responsibilities" and crossreferenced in the table below:

Paragraph Reference	Customer Responsibility
4.1.22	The Customer shall permit at least three placements during the Placement Period unless otherwise agreed by the Supplier and the Customer in writing.

- 1.3 These Customer Responsibilities shall be provided to the Supplier free of charge unless otherwise agreed between the Supplier and the Customer.
- 1.4 The Customer shall:
- (a) perform its obligations which are set out in the Standard Terms and this Call-Off Order Form in a timely manner or within the relevant timescale where a timescale is expressly stated;
 - (b) perform its obligations which are set out in the Contract Controlled Documents in a timely manner or within the relevant timescale where a timescale is expressly stated provided that the Customer shall have no obligation to perform any such obligations unless they are specifically highlighted as "Customer Responsibilities";
 - (c) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Customer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
 - (d) provide sufficient and suitably qualified staff to fulfil the Customer's roles and duties under this Agreement as defined in the Implementation Plan;
 - (e) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests and is necessary to perform its obligations under the terms of this Call-Off Agreement provided that such documentation, data and/or information is available to the Customer and is authorised for release by the Customer; and
 - (f) procure for the Supplier such agreed access and use of the Customer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Call-Off Agreement, such access to be provided during the Supplier's normal working hours on each Working Day or as otherwise agreed by the Supplier (such agreement not to be unreasonably withheld or delayed).

1.5 In addition to those general responsibilities set out in Paragraph 1.4 of this Appendix 4 (Customer Responsibilities), the Customer shall perform the responsibilities set out in the below table and any responsibilities which are specific to the Implementation Plan and set out in the "Customer Responsibilities" column in Appendix 3 (Implementation) to the Call Off Order Form.

No.	Customer Responsibility
1.	The Customer agrees to provide the Access Information reasonably requested by the Supplier as referred to in the Additional Service Specific Requirements which are set out in part A of Appendix 1 of this Call-Off Agreement.
2.	The Customer agrees to provide a monthly forecast of its potential volume requirements for the Ordered Services in the immediately following two months but it is acknowledged and agreed that such forecast shall not be binding on the Customer and there shall be no commitment on the Customer to purchase such Ordered Services and no consequences of a failure to actually purchase such Ordered Services
3.	The Customer agrees to provide data files in the format agreed as at the Service Commencement Date and if the Supplier highlights any deviation in relation to any information supplied then the Customer will seek to resolve it so that they are corrected to reflect the required format.
4.	The Customer shall respond to queries raised through the [REDACTED] within 5 Working Days via the portal or other solution agreed between the Parties.
5.	The Customer shall provide the Supplier with a copy of a proof of Debt within 10 days of receipt of a request from the Supplier.
6.	The Customer shall provide weekly updates to the Supplier in respect of any Direct Payments that it has received.
7.	The Customer is responsible for reconciling payments received directly from DCAs with payment files received from the Supplier and shall notify the Supplier within 2 Working Days if reconciliation cannot be achieved.

Appendix 5 (Required Insurances)

1. Third Party Public & Products Liability Insurance

(a) Insured:

The Supplier.

(b) Interest:

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- (i) death or bodily injury to or sickness, illness or disease contracted by any person;
- (ii) loss of or damage to property including any liability for pollution or contamination; and/or;
- (iii) any breach of statutory duty under health and safety, or other consumer protection legislation,

happening during the Period of Insurance set out in Paragraph 1(f) and arising out of or in connection with the provision of the Selected Services under this Call-Off Agreement. (c)

Limit of Indemnity:

Not less than £5,000,000 in respect of any one occurrence, the number of occurrences being unlimited in respect of third party public liability, but £50,000 in respect of any one occurrence and in the aggregate per annum in respect of products and pollution liability.

(d) Territorial Limits: United Kingdom.

(e) Jurisdiction and choice of law relating to policy interpretation:

Courts of England and Wales and the laws of England and Wales.

(f) Period of Insurance:

From the Effective Date and for the Term and renewable on an annual basis unless agreed otherwise.

(g) Cover Features and Extensions:

- (i) indemnity to principals clause.

(h) Principal Exclusions:

- (i) war and related perils;
- (ii) nuclear and radioactive risks;

- (iii) liability for death, illness, disease or bodily injury sustained by employees of the Insured in the course of their employment;
 - (iv) liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles;
 - (v) liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured;
 - (vi) liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property;
 - (vii) liability arising from the ownership, possession or use of any aircraft or marine vessel; and
 - (viii) liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- (i) Maximum Deductible:
- Not to exceed £20,000 for each and every third party property damage claim (personal injury claims to be paid in full).

2. Professional Indemnity Insurance

- (a) Insured:
- The Supplier.
- (b) Interest:
- To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants costs and expenses) as a result of claims first made against the Insured during the Period of Insurance set out in Paragraph 2(f) by reason of any;
- (i) negligent act, error and/or omission arising from or in connection with the provision of the Selected Services under this Call-Off Agreement;
 - (ii) civil liability for unintentional breach of a professional duty arising from (i) unintentional breach of confidentiality or (ii) an unintentional defamation;
 - (iii) an infringement of copyright or registered trademark committed in good faith;
 - (iv) a dishonest or fraudulent act or omission of an employee; or
 - (v) the cost of replacement of documents lost or damaged in the conduct of business.
- (c) Limit of Indemnity:
- Not less than £10,000,000 in respect of any one claim and in the aggregate per annum.

- (d) Territorial Limits:

United Kingdom.
- (e) Jurisdiction and choice of law relating to policy interpretation:

Courts of England and Wales and the laws of England and Wales.
- (f) Period of Insurance:

From the Effective Date for the Term and a period of 6 years following the expiry date or the termination date whichever occurs earlier, and renewable on an annual basis unless agreed otherwise.
- (g) Cover Features and Extensions:

Retroactive cover to apply to any claims made in respect of this Call-Off Agreement or retroactive date to be no later than the Effective Date.
- (h) Principal Exclusions:
- (i) war and related perils;
 - (ii) nuclear and radioactive risks;
 - (iii) fines, penalties or punitive damages identified separately;
 - (iv) liabilities arising through causing pollution or contamination; (v)
liabilities arising in relation to computer viruses and Trojans; and
 - (vi) bodily injury.
- (i) Maximum Deductible:

Not to exceed £20,000 for each and every claim.

3. Comprehensive Crime Insurance

- (a) Insured

The Supplier
- (b) Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of loss of money, securities or other property resulting from the acts of employees acting alone or with others.
- (c) Limit of indemnity

Not less than £5,000,000 in respect of any one claim and in the aggregate per annum, exclusive of defence costs up to £250,000, which are payable in addition.

(d) Territorial Limits

United Kingdom

(e) Jurisdiction and choice of law relating to policy interpretation

Courts of England and Wales.

(f) Period of insurance

From the Framework Agreement Effective Date for the Framework Term and for a period of 6 years thereafter and renewable on an annual basis unless agreed otherwise by the Framework Authority.

(g) Cover features and extensions.

Covers wrongful acts of employees including expenses fraud and other dishonest, fraudulent and malicious acts.

Covers erroneous transfer of funds.

Covers Costs of verifying, reconstituting or removing computer programs which have given rise to a payment under the policy, with limits up to £250,000.

Covers Damage to office premises and contents due to malicious mischief, with limits up to £250,000.

Premises and transit cover on an all risks basis, including safe deposit boxes and loss of subscription, redemption, conversion or deposit privileges.

Fraud and forgery cover for documents of value, securities, instructions, advices, faxes, currency and corporate card applications.

Electronic crime cover for hacking and computer fraud (including communications via the internet or by telephone), telephone toll fraud.

(h) Principal exclusions:

(i) consequential loss;

(ii) nuclear reaction or radiation; and

(iii) loss of confidential information.

(i) Maximum deductible threshold

Not to exceed £20,000 for each and every claim.

4. United Kingdom compulsory insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Appendix 6 (Not Used)

Appendix 7 Deed of Trust

THIS DEED OF TRUST IS MADE

the.....day of..... 201[•] between

- (1) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London SW1H 9NA (the "**Customer**") and
- (2) [•] (the "**Trustee**") which expression shall include its successors in title as Trustee under this Deed of Trust.

WHEREAS

1. The Minister for the Cabinet Office entered into a framework agreement with [•] ("**DMI Joint Venture**") which permits the DMI Joint Venture to enter into contracts with the Participating Bodies for the provision of services consisting of, or relating to, debt collection, debt analytics, debt sales, debt enforcement and litigation, fraud, error to the public bodies including HM Government departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities and the devolved administrations of Scotland and Northern Ireland (the "**Framework Agreement**").
2. On [•] the Customer and the DMI Joint Venture entered into a contract with the Customer for the provision of certain of those debt collection, debt analytics, debt sales, debt enforcement and litigation, fraud, error services (the "**Call-Off Agreement**").
3. The Trustee is authorised, pursuant to the Call-Off Agreement, to provide certain debt recovery services in respect of the collection of outstanding debts owed to the Customer ("**Debts**").
4. The Trustee will hold the proceeds of any Debts collected under the Call-Off Agreement for the absolute benefit of the Customer on the trusts declared in this Deed of Trust.

It is **HEREBY DECLARED AND AGREED** as follows:

A. Interpretation

In this Deed of Trust:

"Monies and Payments" means all kinds of monies and payments, including without limitation cash, cheques, banker's drafts, payable orders, warrants, direct debit and standing order payments, debit and credit card payments, payments by electronic funds transfer or other interbank payment systems (including BACS, CHAPS and Faster Payments), and internet, telephone and mobile banking payments and other payments of any kind; and

"Trust Fund" means:

- 1) all Monies and Payments, and all chattels or other property or assets of any kind, which are from time to time paid or transferred to or received or held by the Trustee in respect of or in or towards payment or discharge or satisfaction of any Debts; and
- 2) all (if any) interest or other benefits from time to time earned or accrued on or in respect of any part of the Trust Fund.

B. Declaration of Trust

- 1) The Trustee declares that it shall hold the Trust Fund on trust for the Customer absolutely.
- 2) Where the Trustee is a corporation, it may in the execution and exercise of such trusts, powers and discretions as are conferred upon it hereunder act by its responsible officers, agents or employees for the time being.

C. Administration

- 1) The trust constituted by this Deed of Trust (the "**Trust**") and the Trust Fund shall be administered and managed by the Trustee under the name of [*Name of Bank Account*] or by such other name as the Trustee from time to time decides with the prior written approval of the Customer. At all times the Customer remains the absolute owner of the Debts referred to the Trustee for recovery, the proceeds of which are to be held in the Trust Fund.
- 2) The Trustee shall maintain a trustee bank account in the name referred to in sub-clause 1) above with [*Name of Bank*] (or with such other bank as the Customer may agree in writing) (the "**Trust Bank Account**") and shall pay (or procure that there shall be paid) into the Trust Bank Account all Monies and Payments which form part of the Trust Fund. The Trust Bank Account will be a non-interest bearing account.

D. Trustee

The trustee of the Trust Fund shall be the Trustee and/or such other or additional trustee or trustees as may be appointed by the Customer from time to time.

E. Powers

In furtherance of the Trust and the Call-Off Agreement but not otherwise the Trustee may exercise any of the following powers:

- 1) to collect Debt owing to the Customer under the terms of the Call-Off Agreement, provided that in collecting outstanding Debts the Trustee shall save where set out in section G of this Deed of Trust below conform to any relevant statutory and regulatory requirements; and
- 2) to co-operate with the Customer and/or other government bodies operating in furtherance of the Trust and the Call-Off Agreement or of similar purposes and to exchange information and advice with them.

F. Accounts

The Trustee shall comply with its obligations under the Call-Off Agreement with regard to:

- 1) the keeping of accounting records for the Trust;
- 2) the preparation of annual statements of account for the Trust;
- 3) the auditing or independent examination of the statements of account of the Trust as appropriate; and
- 4) the transmission of the statements of account of the Trust to the Customer.

G. Transfer of Trust Fund property

The Trustee shall transfer to the Customer as beneficiary of the Trust the monies held in the Trust Fund according to the payment terms, if any, set out in the Call-Off Agreement, or if no such payment terms are set out in the Call-Off Agreement, as agreed between the Trustee and the Customer, acting reasonably.

H. Law and Jurisdiction

English law governs this Trust and the English courts have exclusive jurisdiction in matters relating to it.

IN WITNESS of which this Deed of Trust has been duly executed as a deed by the Trustee and by the Customer and delivered on the day and year first above written.

SIGNED AS A DEED BY THE SECRETARY OF STATE FOR WORK AND PENSIONS
acting by [•]

IN THE PRESENCE OF

Signature, Name and Address of attesting witness:

SIGNED AS A DEED BY [*Name of Supplier*] acting
by a Director:

IN THE PRESENCE OF

Signature, Name and Address of attesting witness:

Appendix 8 Background to the Customer

1. INTRODUCTION

- 1.1 The Customer is made up of four distinct business units: the Department for Communities, Debt Management, Compensation Recovery Unit and Child Maintenance Group, all of which have some generic requirements but also have some specific requirements unique to each of them. The business units are Debt Management (which has responsibility for off-benefit debt and corporate debt managed within the Compensation Recovery Unit), CMG and the Department for Communities.
- 1.2 Since 2004 the Customer has contracted with private sector debt collection agencies to recover debt that the Customer has not been able to collect via in house processes. As a result of National Audit Office recommendations this was supplemented through the use of analytics in the form of bulk customer scoring and segmentation from October 2010 and specialist trace services.
- 1.3 In addition, the Customer has also utilised the following litigation and enforcement services:-
 - 1.3.1 Liability Orders;
 - 1.3.2 County Court and High Court Judgments;
 - 1.3.3 Bailiffs Services;
 - 1.3.4 Charging orders;
 - 1.3.5 Orders for Sale;
 - 1.3.6 Scottish Civil Proceedings;
 - 1.3.7 Scottish Sheriff's Officer Services; and
 - 1.3.8 Arrest Warrants and associated services.

The Customer has a key role in delivering the challenging welfare agenda. The Customer plays a key role in society and supports people throughout life. This ranges from assisting people into work and supporting them when it is required to ensuring that measures to tackle fraud are implemented to change perceptions and behaviours. The Customer is working with the Framework Authority to ensure the Supplier maintains all existing services and that these are provided not only as part of a core offer but also on a bespoke basis.

The Customer is committed to providing excellent customer service. Any contracted organisation working with the Customer will be expected to maintain the high standards of customer care that are routinely applied within the Customer. Compliance with this approach will be the subject of thorough audit and assurance throughout the life of the contract with the Supplier.

- 1.4 The debt that the Customer has historically placed with the private sector fits within 3 broad categories:-
 - 1.4.1 **Benefit debt** – former Social Security Benefit recipients with debts for overpaid benefit or outstanding Social Fund loans, where the customer is not claiming a benefit from which we can deduct to recover the debt.
 - 1.4.2 **Corporate debt** – this consists of two debt types, Compensation Recovery Unit/NHS Charges Debt and Employment Tribunal Debt (DWP only). These company debts encompass a variety of organisations ranging from sole traders to multi national corporations.
 - 1.4.3 **Child Support Agency and Child Maintenance Service Debt** - owed by a Non-resident Parent (NRP) to a Parent with Care (PWC) or to the Secretary of State (SoS) (Child Maintenance function is now part of DWP).

OFFICIAL - SENSITIVE

2. DEBT COLLECTION OVERVIEW

[REDACTED]

Appendix 9 Complaints Process

1. Definitions

- a. **"Complainant"** a Debtor or a Debtor's representative (including a third party acting on a Debtor's behalf) whom is purporting to make a Complaint;
- b. **"Complaint"** means a complaint (which shall have the meaning prescribed by the Financial Conduct Authority from time to time) in relation to the Services;

2. Debtor Complaints

- a. The Supplier shall have an internal dispute resolution procedure for dealing with complaints from Complainants about the Supplier (and/or any of its Sub-contractors).
- b. If the dispute between the Complainant and the Supplier (and/or the Sub-contractor) cannot be resolved the dispute shall be referred to the Independent Case Examiner ("ICE") for mediation.
- c. If the dispute cannot be resolved by mediation, ICE will conduct a full investigation. The decision of ICE shall be final and binding upon the parties to the dispute. The ICE investigation shall carry a [REDACTED] contribution to costs paid by the Supplier or the Sub-contractor, who will also be liable for any financial redress recommended by ICE. In the event that the complaint against the Supplier or Sub-contractor is dismissed, no costs shall be payable. Any costs in respect of complaints that have been upheld against the Supplier or the Sub-contractor and any financial redress due to the Complainant shall be paid within four (4) weeks of the date of the ICE final investigation report.
- d. If the Supplier or any of its Sub-contractors receives a Complaint which refers to the actions (or inaction, as the case may be) of the Customer, the Customer shall be deemed to be the 'owner' of the Complaint and shall, at its sole discretion, be responsible for complying with its own complaints process in relation thereto. The Supplier shall and shall procure that its Subcontractor shall, upon the day of receipt of any Complaint, use its reasonable endeavours to forward a copy of such Complaint to the Customer within four (4) Working Hours of receipt by the Supplier. Where the Customer requires information from the Supplier or such Sub-contractor to enable it to respond to such a Complaint, the Supplier shall and shall procure that its Subcontractor shall provide the requested information to the Customer within two (2) Working Days of the Customer making a request for information of the Supplier or such Sub-contractor

3. Complaints Managers

- a. The Supplier shall appoint a named contact for managing Complaints in accordance with this Complaints Process (**"Supplier Complaints Manager"**). The name of the Supplier Complaints Manager, as at the date of signature of this Call-Off Order Form, is set out in paragraph 29 of section K of the Call-Off Order Form. Any change in the identity of the Supplier Complaints Manager shall be notified to the Customer promptly and in any event within 5 Working Days of the change being made by the Supplier.
- b. The Customer shall appoint a named contact for managing Complaints in accordance with this Complaints Process (**"Customer Complaints Manager"**). The name of the Customer Complaints Manager, as at the date of signature of this Call-Off Order Form, is set out in paragraph 28 of section K of the Call-Off Order Form.

4. Reporting of Complaints

- a. Following the end of each month, the Supplier shall provide to the Customer, by no later than 10 Working Days following month end, a more detailed report which sets out the following information in respect of its Complaints and those of its Sub-contractors for the month just ended:

Section 1 - Complaints Summary as at month end date:

- i. package IDs/case identifiers; to which the Complaints refer to; ii. the total number of Complaints received to date; iii. the total number of Complaints which remain open (at the time of reporting); iv. the total number of Complaints which have been closed;
- v. the total number of Complaints that were assessed as justified; vi. the total number of Complaints that were assessed as not justified; and
- vii. the total number of Complaints that have been escalated to the Customer's complaints team;

Section 2 - Detailed summary of new Complaints received during the reporting month. The following information should be provided in respect of each new Complaint raised in that month:

- i. the date upon which the Complaint was received;
- ii. Supplier reference number;
- iii. a high level summary of the Complaint (including the name of the Complainant, details of the Complainant's debt, the Complainant's National Insurance number, or such other information as is requested by a Customer to be provided, as detailed in section 10 of the Call-Off Order Form);
- iv. the action taken, to date, to resolve the Complaint;
- v. confirmation as to whether the Complaint was justified (Yes or No); vi. confirmation as to whether the Complaint has been resolved (Yes or No); vii. if the Complaint has been resolved, provide the date the Complaint was resolved;
- viii. if appropriate, confirm if the Complaint been transferred to the Customer's complaints team as part of the Escalation Process and, if so, confirm the date upon which the Complaint was so referred; and
- ix. any further relevant notes e.g. Supplier actions to prevent re-occurrence of the same problem,

("Monthly Complaints Information"). The Supplier shall submit such report to the Customer each month, even where it is only to make a 'nil' return.

- b. All Complaints Information shall be submitted to the Customer in electronic format, via the secure file transfer mechanism, to the Customer Complaints Manager.
- c. The Customer shall have the right, upon request to the Supplier, to review copies of any Complaint received by the Supplier and/or its Sub-contractors, together with the replies thereto (including internal correspondence relating to such Complaint).

5. Records

- a. The Supplier shall ensure that and shall procure that its Sub-contractors ensure that all data and records which pertain to each Complaint received by the Supplier and/or any of its Subcontractors shall be maintained by it, in accordance with the requirements of this Call-Off Agreement, for a period of six (6) years from the date of last correspondence in relation to the relevant Complaint.

Appendix 10 Additional Service Specific Requirements

Customer Software

None

IT Requirements

The Parties acknowledge and agree that the Customer's IT requirements as at the Framework Effective Date are set out in the document attached below (the "IT Requirements") and these will be considered by the Parties during Implementation. The Parties may agree to replace the IT Requirements with alternative provisions which will be recorded in the Operations Manual and which (if so stated) may supersede the document set out below. The Parties agree that any alternative provisions in the Operations Manual will be of at least an equivalent standard to the contents of the IT Requirements and there will be no variation in the Charges or any other costs or expenses arising under or in connection with their inclusion in the Operations Manual.

[REDACTED]

Closure Codes

[REDACTED]

The Parties acknowledge and agree that the Closure Codes set out in the above document will be considered by the Parties during Implementation. The Parties may agree to adjust the Closure Codes which will be recorded in the Operations Manual and which (if so stated) may supersede the codes set out above. The Parties agree that any adjusted provisions in the Operations Manual will be of at least an equivalent standard to the codes set out above and there will be no variation in the Charges or any other costs or expenses arising under or in connection with their inclusion in the Operations Manual.

Payment Hierarchy

[REDACTED]

Management Information

[REDACTED]

The Parties acknowledge and agree that the contents of the above document is the Customer's minimum management information requirements ("MI Requirements") as at the Framework Effective Date and these will be considered by the Parties during Implementation. The Parties may agree to replace the MI Requirements with alternative provisions in a format proposed by the Supplier which will be recorded in the Operations Manual and which (if so stated) may supersede the provisions set out above. The Parties agree that any alternative provisions in the Operations Manual will be of at least an equivalent standard to the MI Requirements and there will be no variation in the Charges or any other costs or expenses arising under or in connection with their inclusion in the Operations Manual.

Equality Analysis



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Order for Sale Process and Charging Structure

[REDACTED]

Financial Arrangements
[REDACTED]

DWP Charter



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