

**Framework Schedule 6A (Order Form and Call-Off Schedules – Direct Award)**  
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# Framework Schedule 6A (Order Form and Call-Off Schedules – Direct Award)

## Order Form

CALL-OFF REFERENCE: GSS23128

THE BUYER: UK Research and Innovation

BUYER ADDRESS: Polaris House, Swindon, SN2 1FL

THE SUPPLIER: Clarity Travel Limited

SUPPLIER ADDRESS: 4<sup>th</sup> Floor, Broadhurst House, 56 Oxford Street, Manchester, M1 6EU

REGISTRATION NUMBER: 07413801

DUNS NUMBER: 21-695-1075

CALL-OFF START DATE: Thursday 23<sup>rd</sup> February 2023

CALL-OFF EXPIRY DATE: Sunday 22<sup>nd</sup> February 2026

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables and dated 16<sup>th</sup> February 2023.

This Order Form is issued under the Framework Contract with the reference number RM6217 for the provision of Travel and Venue Solutions.

### CALL-OFF LOT(S) AND APPLICABLE SCHEDULE 20 (CALL-OFF SPECIFICATION) TERMS:

Column 1		Column 2
LOT NUMBER AND DESCRIPTION	Tick as applicable	SCHEDULE 20 (CALL-OFF SPECIFICATION) APPLICABLE PARAGRAPHS
Lot 1: Booking Solutions UK Points of Sale – Low Touch	X	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3)

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		Paragraph 5 (Lot 1: Booking Solutions UK Points of Sale – Low Touch)
Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 6 (Lot 2: Booking Solutions UK & Overseas Points of Sale – High Touch)
Lot 3: Booking Solutions Specialist Needs	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 4 (Mandatory Service Requirements: Lots 1-3) Paragraph 7 (Lot 3: Booking Solutions Specialist Needs)
Lot 4: Booking Solutions Venues & Events	<input type="checkbox"/>	Paragraph 3 (Mandatory Service Requirements All Lots) Paragraph 8 (Lot 4: Booking Solutions Venues & Events)

Only those paragraphs of Schedule 20 (Call-Off Specification) listed in "column 2" of the above table (which, for the avoidance of doubt apply to the Call-Off Lot(s) selected by the Buyer) shall be incorporated into the Call-Off Contract, and those which do not apply to the Call-Off Lots(s) selected by the Buyer, shall not be incorporated into the Call-Off Contract.

The Buyer must comply with its obligations set out in Schedule 20 (Call-Off Specification).

#### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into the Call-Off Contract. Where Schedule numbers are missing, this is intentional as they do not apply to the Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms
2. Joint Schedule 1 (Definitions and Interpretation) RM6217
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6217:
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)

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- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Call-Off Schedules for RM6217:
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9A (Security) PART A
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5. The Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6217

If the Buyer is the Ministry of Defence (MOD) then Call-Off Schedule 9B (MOD Security) and Call-Off Schedule 17 (MOD Additional and Data Processing Terms) shall be deemed to be incorporated into this Order Form. The Parties agree that if Call-Off Schedule 9B (MOD Security) is incorporated into this Order Form, then Call-Off Schedule 9A (Security) shall not apply to the Call-Off Contract.

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/performance.

## **CALL-OFF SPECIAL TERMS**

The clauses in the Core Terms shall be amended in accordance with the following Call-Off Special Terms which shall be incorporated into the Call-Off Contract:

Clause 2.4 shall be deleted and replaced with the following wording:

*"If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using either Framework Schedule 6A (Order Form Template and Call-Off Schedules - Direct Award) or Framework Schedule 6B (Order Form Template and Call-Off Schedules – Further Competition). If allowed by the Regulations, the Buyer can:*

- (a) *make changes to the Order Form Template;*
- (b) *create new Call-Off Schedules;*
- (c) *exclude optional template Call-Off Schedules; and/or*
- (d) *use Special Terms in the Order Form to add or change terms."*

Clause 3.1.2 does not apply to the Call-Off Contract;

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Clause 4.3(a) shall be deleted and replaced with the following wording:

*“exclude VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), which is payable in addition to the Charges and the Management Charge in the manner and at the rate prescribed by applicable law, in the jurisdiction in which the relevant supply takes place, from time to time, subject to the provision of a valid VAT invoice (or its local equivalent) as prescribed by local law or practice”*

Clause 7.5 shall be amended by the inclusion of the following wording at the end of Clause 7.5: *“including arising out of or in connection with the termination of their employment and/or the exercise of the Buyer’s right under Clause 7.2”*;

Clause 10.6.3(b) shall be amended so that the words *“in the Contract Year in which termination occurs”* will be added before the words *“if the Contract”* in the second sub-clause of Clause 10.6.3(b);

Clause 10.6.5 shall be amended so that the cross-reference “3.2.10” is deleted;

Clause 14.4 shall be amended by the inclusion of the words *“(including, but not limited to, the Supplier System)”* after the words *“Supplier system”*;

Clause 14.8(c), shall be deleted and replaced with the following wording: *“must securely (i) destroy all Storage Media that has held Government Data at the end of life of that media, or (ii) erase all Government Data from all Storage Media prior to any sale, gift or other transfer of that media, in each case using Good Industry Practice”*;

A new Clause 15.8 shall be added at the end of Clause 15 as follows:

*“15.8 Nothing in this Clause 15 shall prevent a Recipient Party from using any techniques, ideas or Know-How which the Recipient Party has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party’s Confidential Information or an infringement of its Intellectual Property Rights.”.*

## **CALL-OFF DELIVERABLES**

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

## **Overseas Points of Sale**

Not Applicable

## **MAXIMUM LIABILITY**

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £7,500,000.00

## **CALL-OFF CHARGES**

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

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**CALL-OFF CONTRACT ANTICIPATED POTENTIAL VALUE**

The total anticipated potential value of the Call-Off Contract is in the following potential range £20,000,000.00 - £30,000,000.00.

Notwithstanding anything to the contrary contained in the Call-Off Contract, the total anticipated potential value set out above does not create a commitment of any kind from the Buyer in relation (or bind the Buyer in any way) to any minimum committed spend, volume or otherwise and such anticipated potential value will not be taken into account when calculating any reasonable committed and unavoidable Losses under Clause 10.6.3(b) of the Core Terms.

**REIMBURSABLE EXPENSES**

None.

**PAYMENT METHOD**

Payment shall be made via BACS

The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.

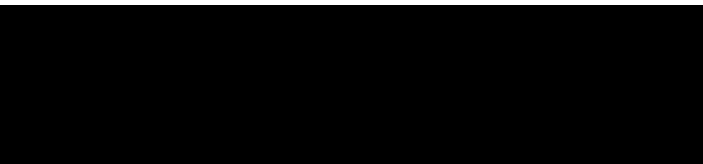
The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.

The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract

**BUYER'S INVOICE ADDRESS:**

UKRI  
CO/ UK Shared Business Services Ltd  
Polaris House  
North Star Avenue  
Swindon  
United Kingdom  
SN2 1UH

**BUYER AUTHORISED REPRESENTATIVE**



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**BUYER'S ENVIRONMENTAL POLICY**

UKRI Environmental Sustainability Strategy, available online at:  
<https://www.ukri.org/wp-content/uploads/2020/10/UKRI-050920-SustainabilityStrategy.pdf>

**BUYER'S SECURITY POLICY**

Appended at Appendix A – UKRI Information Security Policy Framework to this Order Form and such Appendix is incorporated into this Order Form

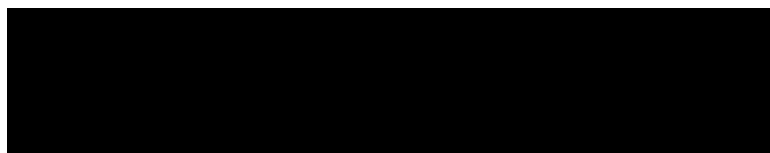


Appendix A - UKRI  
Information Security P

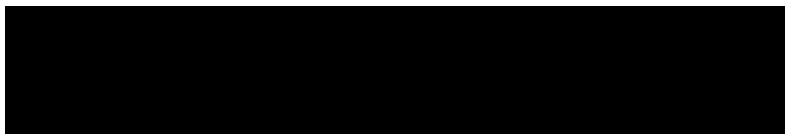
**ICT POLICY**

As per the Security Policy above.

**SUPPLIER AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

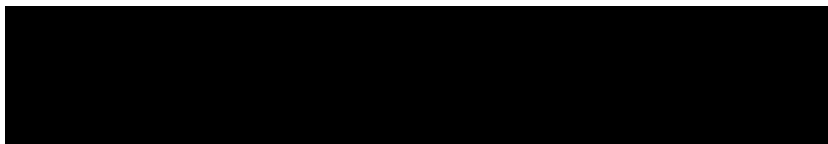
Quarterly on the first Working Day of each quarter

**QUALITY PLANS**

To be provided by the Supplier within 12 Weeks of the Start Date.

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**KEY STAFF**



**KEY SUBCONTRACTOR(S)**

**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: £500,000

The Service Period is: three (3) months

A Critical Service Level Failure is a failure to meet the applicable Service Level Threshold for

- SL1 (Online Booking System and mobile booking app availability); and/or
- SL2 (Telephone answering times); and/or
- SL4 (Response times and Complaints Management); and/or
- SL9 (Quality Control);

in any given month, as outlined in Call-Off Schedule 14 (Service Levels).

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable



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<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	22FEB23	Date:	2/22/2023