

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

CALL-OFF REFERENCE:	C297682
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Foss House, Kings Pool, York, YO1 7PR
THE SUPPLIER:	Specsavers Optical Superstores Ltd
SUPPLIER ADDRESS:	
REGISTRATION NUMBER:	
DUNS NUMBER:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01st August 2024.
It's issued under the Framework Contract with the reference number RM6182 for the provision of Eyecare Services.

CALL-OFF LOT(S):
5

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CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6182.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6182
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6182
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

Special Term 1: Goods and Services

Goods and Services to be provided will be eye care vouchers to be redeemed in our stores, with Specsavers Optical Superstores Ltd maintaining overall responsibility for

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the service delivery and service specification, as agreed by Food Standards Agency and Specsavers Optical Superstores Ltd

Special Term 2: Core Terms - Clause 9 IP

The Supplier would be fine in granting the Buyer a licence to use/make use of the Deliverables as long as such use consists of private use

The Supplier would be fine in the Buyer owning any new IPR created under a Contract as long as this is limited to the referred vouchers

Special Term 3: In relation to Schedule 10 (Exit Management):

a) In relation to procuring all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or would be capable of novation at the Buyer's request to the Buyer and/or any replacement supplier it is acknowledged that the Supplier is unable to grant the Buyer a better right than it has itself and that it will not be possible to gain agreement to the Open Sourcing or open publication of technology relating to commercially used software packages (e.g. Microsoft).

b) That disclosure of any of Supplier's confidential information by the Buyer to an actual or prospective replacement supplier or third party would require the Supplier's prior express consent.

c) The Supplier is not required to confirm proposals (clauses 4.3.4, 4.3.5, 4.3.6, 4.3.7 and 4.3.8) in an Exit Plan for the assignment of all services utilised by the Supplier in connection with the supply of the Goods and/or Services.

d) That the following would not require the Buyer's consent:

1. Supplier's termination, entering or variation of any subcontract or software licence
2. Supplier's modification or disposal of any existing assets or acquisition of new ones

e) The Supplier's prior consent would be required in relation to any Transferable Contracts and/or Assets that were requested to be transferred, assigned or novated by the Buyer to it and/or any replacement supplier.

f) The Supplier's sale of any Transferring Assets to the Buyer and/or replacement supplier shall be at the Supplier's discretion.

g) The Supplier maybe unable to confirm:

1. Procurement of licences and/or sublicenses for the Buyer and/or replacement supplier for continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets; and/or

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2. Assignment or procurement or the novation of the Transferring Contracts to the Buyer and/or replacement supplier and/or hold them on trust for the Buyer.

CALL-OFF START DATE: **01st August 2024**

CALL-OFF EXPIRY DATE: **31st July 2027** (31st July 2028 if extension utilised)

CALL-OFF INITIAL PERIOD: **3 years** with the option to extend for 1 further year

CALL-OFF DELIVERABLES

Provision of eyesight vouchers for Food Standards Agency (FSA) staff to use in Specsavers stores across England, Ireland, Scotland and Wales.

Redemption of the voucher allows FSA staff member a full sight test and the option to purchase glasses within the store if so required. Staff who require glasses for VDU use must have access to a wide range of frames that are suitable and within budget of the voucher offered in store.

Staff who do not qualify solely for VDU use must also have provision for accessing glasses with a smaller value voucher contribution.

Provision of an online system to allow FSA to easily access and order eyesight vouchers.

Reasonable travel time/distance for all FSA staff to be a maximum of 30 minutes/20 miles or Specsavers are to work with the FSA to find an alternative optician within that time/milage range.

MAXIMUM LIABILITY

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

[REDACTED]

CALL-OFF CHARGES

[REDACTED]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

FSA to pay via BACS or Government Procurement Card at the time of purchasing the vouchers. Any vouchers unused after 1 year become invalid and a refund will be processed to the FSA.

BUYER'S INVOICE ADDRESS:

[REDACTED]

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BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Available online at:

<https://www.food.gov.uk/about-us/fsa-environmental-sustainability-strategy>

BUYER'S SECURITY POLICY

Available upon request

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month or as agreed at contract kick-off meeting

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter or as agreed at contract kick-off meeting

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Nexu Transaction Technologies Ltd

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

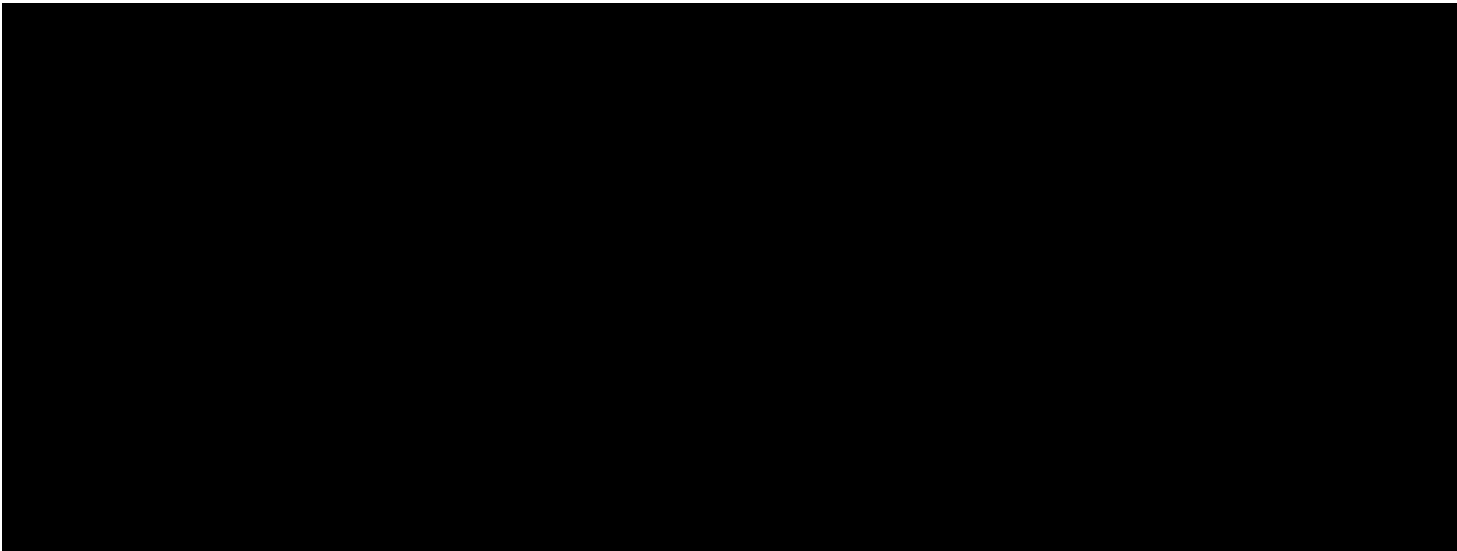
Not applicable

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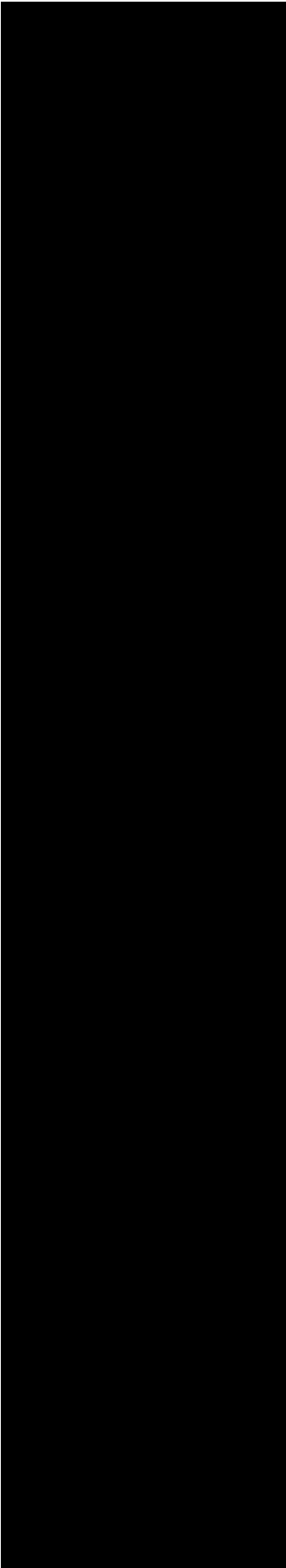
ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable



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