

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

Order Form

CALL-OFF REFERENCE:	25264 – WCA and Specialist Benefit IT Managed Services
THE BUYER:	The Secretary of State for Work and Pensions (the Buyer also being referred to as "Department of Work and Pensions", "DWP" and "the Authority")
BUYER ADDRESS	Caxton House, Tothill Street, Westminster, SW1H 9NA
THE SUPPLIER:	Atos IT Services UK Limited
SUPPLIER ADDRESS:	Second Floor, MidCity Place, 71 High Holborn, London WC1V 6EA
REGISTRATION NUMBER:	1245534
DUNS NUMBER:	229500657
SID4GOV ID:	229500657

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th November 2024.
It's issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software.

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) RM6194
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6194**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6194**
 - 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 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 24 (Authority Responsibilities)
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6194
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 - Dispute Resolution Procedure

Special Term 2 - Termination by the Authority / Termination by the Supplier / Partial Termination

Special Term 3 - Step-In Rights

Special Term 4 - Invoicing for payments on Termination

Special Term 5 – Software

Special Term 6 – Authority Responsibilities

Special Term 1 - Dispute Resolution Procedure

1 DISPUTE NOTICES

1.1 If a Dispute arises then:

- (a) the Authority Authorised Representative and the Supplier Authorised Representative shall attempt in good faith to resolve the Dispute; and
- (b) if such attempts are not successful within a reasonable period, not being longer than 20 Working Days, either Party may issue to the other a Dispute Notice.

1.2 A Dispute Notice:

- (a) shall set out:
 - (i) the material particulars of the Dispute;
 - (ii) the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
 - (iii) if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable, the reason why; and
- (b) may specify in accordance with the requirements of Paragraphs 8.2 and 8.3 that the Party issuing the Dispute Notice has determined that the Dispute is a Multi-Party Dispute, in which case Paragraph 1.3 shall apply.

1.3 If a Dispute Notice specifies that the Dispute has been determined to be a Multi-Party Dispute pursuant to Paragraph 1.2(b), then:

- (a) it shall be treated as a Multi-Party Procedure Initiation Notice; and
- and in each case the provisions of Paragraph 8 shall apply.

1.4 Subject to Paragraphs 1.5 and 2.2 and so long as a party has not served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute,

following the issue of a Dispute Notice the Parties shall seek to resolve the Dispute:

- (a) first by commercial negotiation (as prescribed in Paragraph 3);
- (b) then, if either Party serves a Mediation Notice, by mediation (as prescribed in Paragraph 4); and
- (c) lastly by recourse to arbitration (as prescribed in Paragraph 6) or litigation (in accordance with Clause 35 (*Which law applies*)).

1.5 Specific issues shall be referred to Expert Determination (as prescribed in Paragraph 5) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in Paragraph 5.1.

1.6 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding any issue of a Dispute Notice or a Multi-Party Procedure Initiation Notice.

2 EXPEDITED DISPUTE TIMETABLE

2.1 In exceptional circumstances where the use of the times in this Special Term 1 would be unreasonable, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable.

2.2 If the Expedited Dispute Timetable is to be used pursuant to the provisions of Paragraph 2.1 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable Paragraphs:

- (a) in Paragraph 3.2(c), 10 Working Days;
- (b) in Paragraph 4.2, 10 Working Days;
- (c) in Paragraph 5.2, 5 Working Days; and
- (d) in Paragraph 6.2, 10 Working Days.

2.3 If at any point it becomes clear that an applicable deadline cannot be met or has passed, the Parties may (but shall be under no obligation to agree in writing to extend the deadline. Any agreed extension shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension.

3 COMMERCIAL NEGOTIATION

3.1 Following the service of a Dispute Notice, then, so long as neither party has served a Multi-Party Procedure Initiation Notice in respect of the relevant Dispute, the Authority and the Supplier shall make reasonable endeavours to

resolve the Dispute as soon as possible by commercial negotiation between the Authority's Representative and the Supplier's Representative.

3.2 If:

- (a) either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution;
- (b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this Paragraph 3; or
- (c) the Parties have not settled the Dispute in accordance with Paragraph 3.1 within 30 Working Days of service of the Dispute Notice,

either Party may serve a written notice to proceed to mediation in accordance with Paragraph 4 (a "Mediation Notice").

4 MEDIATION

- 4.1 If a Mediation Notice is served, the Parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Agreement.
- 4.2 If the Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within 20 Working Days from (and including) the service of a Mediation Notice then either Party may apply to CEDR to nominate such a person.
- 4.3 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

5 EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a matter of an IT technical, financial technical or other technical nature (as the Parties may agree) and the Dispute has not been resolved by commercial negotiation in accordance with Paragraph 3 or, if applicable, mediation in accordance with Paragraph 4, then either Party may by written notice to the other request (agreement to which

request shall not be unreasonably withheld or delayed) that the Dispute be referred to an expert for determination.

5.2 The expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within 10 Working Days of the relevant request made pursuant to Paragraph 5.1, or if the person appointed is unable or unwilling to act, the expert shall be appointed:

- (a) if the Dispute relates to any aspect of the technology underlying the provision of the Services or a matter of an IT technical nature, on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society);
- (b) if the Dispute relates to a matter of a financial technical nature, on the instructions of the President of the Institute of Chartered Accountants of England and Wales; or
- (c) if the Dispute relates to a matter of a technical nature not falling within Paragraphs 5.2(a) or (b), on the instructions of the president (or equivalent) of:
 - (i) an appropriate body agreed between the Parties; or
 - (ii) if the Parties do not reach agreement on the relevant body within 15 Working Days of the relevant request made pursuant to Paragraph 5.1, such body as may be specified by the President of the Law Society on application by either Party.

5.3 The Expert shall act on the following basis:

- (a) he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
- (b) the Expert's determination shall (in the absence of a material failure to follow the agreed procedures or manifest error) be final and binding on the Parties;
- (c) the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within 30 Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
- (d) any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within 20 Working Days of the Expert's determination being notified to the Parties;
- (e) the process shall be conducted in private and shall be confidential; and
- (f) the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

6 ARBITRATION

- 6.1 Subject to compliance with their obligations under Paragraph 3.1 and to the provisions of Paragraph 5, the parties may at any time before court proceedings are commenced agree to refer the Dispute to arbitration in accordance with the provisions of Paragraph 6.5.
- 6.2 Before a party commences court proceedings or arbitration, it shall serve written notice on the other party of its intentions (including as to whether it proposes arbitration or that the matter be subject to the exclusive jurisdiction of the courts of England and Wales) and the other party shall have 15 Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the first party confirming whether it agrees to method proposed by the first party. The first party shall not commence any court proceedings or arbitration until the expiry of such 15 Working Day period. If the Counter Notice suggests a different method to that proposed by the first party, the parties shall seek to agree the method of dispute resolution within a further 15 Working Day period and neither party shall commence any court proceedings or arbitration in that period. In default of agreement, court proceedings shall apply.
- 6.3 If:
- (a) if Dispute to be referred to arbitration pursuant to Paragraph 6.2, the provisions of Paragraph 6.5 shall apply; or
 - (b) if the Dispute to be subject to the exclusive jurisdiction of the courts of England and Wales, the Dispute shall be so referred to those courts and the other party shall not commence arbitration proceedings.
- 6.4 If the second party does not serve a Counter Notice within the 15 Working Day period referred to in Paragraph 6.2, the first party may either commence arbitration proceedings in accordance with Paragraph 6.5 or commence court proceedings in the Courts of England and Wales which shall (in those circumstances) have exclusive jurisdiction.
- 6.5 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraphs 6.1 to 6.4:
- (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration ("**LCIA**") (subject to Paragraphs 6.5(e), (f) and (g));
 - (b) the arbitration shall be administered by the LCIA;
 - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - (d) if the Parties fail to agree the appointment of the arbitrator within 10 Working Days from the date on which arbitration proceedings are

commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

- (e) the chair of the arbitral tribunal shall be British;
- (f) the arbitration proceedings shall take place in London and in the English language; and
- (g) the seat of the arbitration shall be London.

7 URGENT RELIEF

Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:

- (a) for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; and/or
- (b) where compliance with Paragraph 1.1 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period.

8 MULTI-PARTY DISPUTES

- 8.1 All Multi-Party Disputes shall be resolved in accordance with the procedure set out in this Paragraph 8 (the "**Multi-Party Dispute Resolution Procedure**").
- 8.2 If at any time following the issue of a Dispute Notice, a party reasonably considers that the matters giving rise to the Dispute involve one or more Related Third Parties, then that party shall be entitled to determine that the Dispute is a Multi-Party Dispute and to serve a notice on the other party which sets out the first party's determination that the Dispute is a Multi-Party Dispute and specifies the Related Third Parties which are to be involved in the Multi-Party Dispute Resolution Procedure, such notice a "**Multi-Party Procedure Initiation Notice**". Following such notice, the second party may serve notice on the first party specifying any other Related Third Parties.
- 8.3 Following service of a Multi-Party Procedure Initiation Notice a Multi-Party Dispute shall be dealt with by a board (in relation to such Multi-Party Dispute, the "**Multi-Party Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Party Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Party Dispute:
 - (a) the Authority;
 - (b) the Supplier;
 - (c) each Related Third Party involved in the Multi-Party Dispute; and

- (d) any other representatives of any of the Parties and/or any Related Third Parties whom a party considers necessary,
- (together “**Multi-Party Dispute Representatives**”).

8.4 The Parties agree that the Multi-Party Dispute Resolution Board shall seek to resolve the relevant Multi-Party Dispute in accordance with the following principles and procedures:

- (a) the Parties shall procure that their Multi-Party Dispute Representatives attend, and shall endeavour to procure that the Multi-Party Dispute Representatives of each Related Third Party attend, all meetings of the Multi-Party Dispute Resolution Board in respect of the Multi-Party Dispute;
- (b) the Multi-Party Dispute Resolution Board shall first meet within 10 Working Days of service of the relevant Multi-Party Procedure Initiation Notice at such time and place as the Parties may agree or, if the Parties do not reach agreement on the time and place within 5 Working Days of service of the relevant Multi-Party Procedure Initiation Notice, at the time and place specified by the Authority, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
- (c) in seeking to resolve or settle any Multi-Party Dispute, the members of the Multi-Party Dispute Resolution Board shall have regard to the principle that a Multi-Party Dispute should be determined based on the contractual rights and obligations between the Parties and the Related Third Parties and that any apportionment of costs should reflect the separate components of the Multi-Party Dispute.

8.5 If a Multi-Party Dispute is not resolved between the Parties and all Related Third Parties within 25 Working Days of the issue of the Multi-Party Procedure Initiation Notice (or such longer period as the Parties may agree in writing), then:

- (a) either Party may serve a Mediation Notice in respect of the Multi-Party Dispute in which case Paragraph 4 shall apply;
- (b) either Party may request that the Multi-Party Dispute is referred to an expert in which case Paragraph 5 shall apply; and/or
- (c) subject to Paragraph 8.6, Paragraph 6 shall apply to the Multi-Party Dispute,

and in each case references to the “Supplier” or the “Parties” in such provisions shall include a reference to all Related Third Parties.

8.6 If a Multi-Party Dispute is referred to arbitration in accordance with Paragraph 6 or a Dispute becomes a Multi-Party Dispute during the course of arbitration proceedings and either Party is unable to compel a Related Third Party to submit to such arbitration proceedings, the Authority or the Supplier may

discontinue such arbitration proceedings and instead initiate court proceedings. The costs of any such discontinued arbitration proceedings shall be borne by the Party which is in a direct contractual relationship with the Related Third Party or, where the Related Third Party is a Sub-Contractor, by the Supplier.

Special Term 2 - Termination by the Authority

1.1 The Authority may terminate this Agreement (in whole or in part as specified in (a), (b) and (c) below) by issuing a Termination Notice to the Supplier:

(a) for convenience at any time, the Authority may issue such a Termination Notice in respect of either:

- (i) the whole of this Agreement; or
- (ii) any part of this Agreement.

(b) if a Supplier Termination Event occurs and where capable of remedy is not remedied within thirty (30) days of receiving a written notice requiring it to be remedied, provided always that the Authority may issue such a Termination Notice only in respect of either:

- (i) the whole of this Agreement; or
- (ii) the specific part or parts of the Services as described in a paragraph(s) or section(s) of RM6194 BOS Call-Off Schedule 20 (Specification) in respect of which the Supplier Termination Event in question has occurred, together with such other part or parts of the Services, if any, which the Authority, acting reasonably, considers it appropriate to terminate in order to conduct a reprocurement of the Services in question in a form satisfactory to the Authority; or

(c) if a Force Majeure Event endures for a continuous period of more than 90 days, provided always that the Authority may issue such a Termination Notice only in respect of either:

- (i) the whole of this Agreement; or
- (ii) the specific part or parts of the Services as described in a paragraph(s) or section(s) of RM6194 Call-Off Schedule 20 (Specification) affected by the Force Majeure Event in question, together with such other part or parts of the Services, if any, which the Authority, acting reasonably, considers it appropriate to terminate in order to conduct a reprocurement of the Services in question in a form satisfactory to the Authority,

and this Agreement (or the part or parts in question) shall terminate on the date specified in the Termination Notice.

1.2 Where the Authority:

- (a) is terminating this Agreement under Clause 1.1(b) due to the

occurrence of either limb (b) and/or (g) of the definition of Supplier Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; and/or
(b) [Not Used]

Termination by the Supplier

1.3 The Supplier may, by issuing a Termination Notice to the Authority, terminate:
(a) this Agreement if the Authority fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds an amount equivalent to 1 month's average Charges and such amount remains outstanding 40 Working Days after the receipt by the Authority of a notice of non-payment from the Supplier; or

(b) the Services if any of the Services are materially impacted by a Force Majeure Event that endures for a continuous period of more than 90 days,

and this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than 20 Working Days from the date of the issue of the Termination Notice).

1.4 Partial Termination

The Parties acknowledge that, during the remainder of the Term commencing from the Effective Date:

- (a) the Authority intends to issue one or more Termination Notices in respect of termination for convenience in relation to parts of the Services; and
- (b) the issue of any such Termination Notice shall be at the Authority's sole and absolute discretion (including with respect to the timing and frequency of the issue, the number of Termination Notices, the specific parts of the Service being terminated and the effective date for such termination).

1.5 If the Supplier notifies the Authority pursuant to Clause 1.3 (Termination by the Supplier) that it intends to terminate this Agreement in part and the Authority, acting reasonably, believes that the effect of such partial termination is to render the remaining Services incapable of meeting a significant part of the Authority Requirements, then the Authority shall be entitled to terminate the remaining part of this Agreement by serving a Termination Notice to the Supplier within 1 month of receiving the Supplier's Termination Notice. For the purpose of this Clause 1.5, in assessing the significance of any part of the Authority Requirements, regard shall be had not only to the proportion of that part to the Authority Requirements as a whole, but also to the importance of the relevant part to the Authority.

1.6 The Parties shall agree the effect of any Change necessitated by a partial termination in accordance with the Variation Procedure, including the effect

the partial termination may have on any other Services and the Charges, provided that:

- (a) the Supplier shall not be entitled to an increase in the Charges in respect of the Services that have not been terminated;
- (b) Not Used; and
- (c) the Supplier shall not be entitled to reject the Change.

Special Term 3 – Step-In Rights

1.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Supplier (a “Step-In Notice”) that it will be taking action under this Special Term 3 (Step-In Rights), either itself or with the assistance of a Third Party (provided that the Supplier may require any third parties to comply with a confidentiality undertaking equivalent to Clause 15). The Step-In Notice shall set out the following:

- (a) the action the Authority wishes to take and in particular the Services that it wishes to control (the “Required Action”);
- (b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Supplier’s Default;
- (c) the date on which it wishes to commence the Required Action;
- (d) the time period which it believes will be necessary for the Required Action;
- (e) whether the Authority will require access to the Supplier’s premises and/or the Sites, it being acknowledged that to the extent that any access to any premises of the Supplier are shared by the Authority with any third-party customer of the Supplier, such access may require the prior consent of any such Third Party, and the Supplier shall use its reasonable endeavours to procure such consent; and
- (f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Supplier’s obligations to provide the Services during the period that the Required Action is being taken.

1.2 Following service of a Step-In Notice, the Authority shall:

- (a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
- (b) keep records of the Required Action taken and provide information about the Required Action to the Supplier;

- (c) co-operate wherever reasonable with the Supplier in order to enable the Supplier to continue to provide the Services in relation to the which the Authority is not assuming control; and
 - (d) act reasonably in mitigating the cost that the Supplier will incur as a result of the exercise of the Authority's rights under this Clause 1.2.
- 1.3 For so long as and to the extent that the Required Action is continuing, then:
 - (a) the Supplier shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
 - (b) no Deductions shall be applicable in relation to Charges in respect of Services that are the subject of the Required Action and the provisions of Clause 1.4 shall apply to Deductions from Charges in respect of other Services; and
 - (c) the Authority shall pay to the Supplier the Charges after subtracting any applicable deductions and the Authority's reasonable costs of taking the Required Action up to an amount equivalent to the Charges, where the Authority provides the Supplier with reasonable written evidence of such costs.
- 1.4 If the Supplier demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:
 - (a) the degradation of any Services not subject to the Required Action; or
 - (b) the non-Achievement of a milestone, beyond that which would have been the case had the Authority not taken the Required Action, then the Supplier shall be entitled to an agreed adjustment of the Charges.
- 1.5 Before ceasing to exercise its Step-In rights under this Special Term 3 the Authority shall deliver a written notice to the Supplier (a "Step-Out Notice"), specifying:
 - (a) the Required Action it has actually taken; and
 - (b) the date on which the Authority plans to end the Required Action (the "Step-Out Date") subject to the Authority being satisfied with the Supplier's ability to resume the provision of the Services and the Supplier's plan developed in accordance with Clause 1.6.
- 1.6 The Supplier shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a "Step-Out Plan") relating to

the resumption by the Supplier of the Services, including any action the Supplier proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.

- 1.7 If the Authority does not approve the draft Step-Out Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then revise the draft Step-Out Plan taking those reasons into account and shall resubmit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- 1.8 The Authority will and will procure that any Third Party it uses for the purposes of this Clause 1: (i) reasonably co-operates with the Supplier; and (ii) adheres to all reasonable access policies and procedures of the Supplier when utilising any of the premises, systems, information and data of the Supplier (to the extent these have been notified to the Authority in writing in advance).
- 1.9 The Supplier shall bear its own costs in connection with any Step-In by the Authority this Clause 1, provided that the Authority shall reimburse the Supplier's reasonable additional Costs incurred directly as a result of any Step-In action taken by the Authority under:
- (a) limbs (c) or (d) of the definition of a Step-In Trigger Event;
 - (b) limbs (e) and (f) of the definition of a Step-In Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Supplier's Default),
 - (c) provided that where such Costs are incurred through the provision of Services, the Supplier shall not be prevented from recovering its Supplier Profit and Overhead in relation to such Costs from the Authority through the applicable charges.

Special Term 4 – NOT USED

Special Term 5 - Software

1 THE SOFTWARE

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

Crown Copyright 2020

- 1.1 The software below is licensed to the Buyer in accordance with the Core Terms, Paragraph 9 (Intellectual Property Rights).
- 1.2 The Parties agree that they will update this Special Term every quarter following the Effective Date to record any Supplier software or Third Party IPR subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services. Without prejudice to the foregoing, the Supplier will provide an updated version of the table relating to Third Party IPR within sixty (60) Days of the Start Date completing all columns currently incomplete.

2 SUPPLIER SOFTWARE

- 2.1 The Supplier software includes the following items:

Software	Software Version	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)
N/A							

- 2.2 Any Supplier COTS software and Supplier COTS background IPRS must be sub-licensed to the Buyer. See Template A "FORM OF LETTER RE SUB-LICENSING OF SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRS".
- 2.3 Where the Buyer wishes to grant a sub-licence to a sub-licensee in respect of certain software and IPRs licensed to the Buyer pursuant to the Contract, the Buyer shall first ensure that the sub-licensee executes a confidentiality agreement in accordance with Template B "FORM OF CONFIDENTIALITY UNDERTAKING".

3 THIRD PARTY SOFTWARE

- 3.1 The Third Party software shall include the following items to be procured by the Relevant Authority:

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Third Party Software	Software Version	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)

- 3.2 The Third Party software shall include the items listed in the spreadsheet embedded below, filename: "Third Party Software procured by the Supplier (as at 20/12/2023)", which shall be procured by the Supplier:

[REDACTED]
[REDACTED]

- 3.3 As part of the activities both Parties shall undertake to agree the first version of the Exit Plan pursuant to RM6194 Call-Off Schedule 10 (Exit Management), any queries on the Third Party Software list contained in Paragraph 3.2 shall be resolved. Both Parties agree that an update to the Third Party Software list shall be agreed prior to the Buyer approving the proposed updated version of the Exit Management Plan.
- 3.4 After the first update of the Third Party Software list as detailed in Paragraph 3.3, the list shall be updated quarterly by the Supplier, and the update agreed between the Parties.

**ANNEX 1 / TEMPLATE A - FORM OF LETTER RE SUB-LICENSING OF
SUPPLIER COTS SOFTWARE AND SUPPLIER COTS BACKGROUND IPRS**

[Supplier letterhead]

**[insert Authority
name and address]**

[Date]

Dear Sirs

LICENCES FOR SUPPLIER COTS SOFTWARE AND SUPPLIER COTS
BACKGROUND IPRs

We refer to the agreement between us dated *[insert date]* in respect of *[summary of subject of the Agreement]* (the “Agreement”). Capitalised expressions used in this letter have the same meanings as in the Agreement.

In accordance with paragraph 9 of the RM6194 Core Terms (Intellectual Property Rights) we confirm that:

1. the Authority is licensed by the Supplier to use the Supplier COTS Software and Supplier COTS Background IPRs identified in the first column of the Appendix to this letter (the “Appendix”) on the terms of the licences identified in the second column of the Appendix (the “Licences”) for the purpose of providing or receiving any Replacement Services; and
2. [Not Used].

The Supplier may terminate the above licence at any time by giving 30 days’ notice in writing (or such other period as agreed by the Parties) if the Authority, or any person to whom the Authority grants a sub-licence in accordance with paragraph 9 of the RM6194 Core Terms commits any material breach of the terms of this letter which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Authority written notice specifying the breach and requiring its remedy.

In the event the licence of the Supplier COTS Software or the Supplier COTS Background IPRs is terminated or otherwise expires, the Buyer shall:

- (a) immediately cease all use of the Supplier Software or the Supplier COTS Background IPRs (as the case may be);

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(b) at the discretion of the Supplier, return or destroy documents and other tangible materials to the extent that they contain any of the Supplier COTS Software and/or the Supplier COTS Background IPRs, provided that if the Supplier has not made an election within 6 months of the termination of the licence, the Authority may destroy the documents and other tangible materials that contain any of the Supplier COTS Software and/or the Supplier COTS Background IPRs (as the case may be); and

(c) ensure, so far as reasonably practicable, that any Supplier COTS Software and/or Supplier COTS Background IPRs that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device containing such Supplier COTS Software and/or Supplier COTS Background IPRs.

Yours faithfully,

Signed:

On behalf of [*name of the Supplier*]

ANNEX 1 / TEMPLATE B - FORM OF CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on [*date*] 20

BETWEEN:

1. [*insert name*] of [*insert address*] (the “**Sublicensee**”); and
2. [*insert name*] of [*insert address*] (the “**Supplier**” and together with the Supplier, the “**Parties**”).

WHEREAS:

- A. [*insert name of Authority*] (the “**Authority**”) and the Supplier are party to a contract dated [*insert date*] (the “**Contract**”) for the provision by the Supplier of [*insert brief description of services*] to the Authority.
- B. The Authority wishes to grant a sublicense to the Sublicensee in respect of certain software and intellectual property rights licensed to the Authority pursuant to the Contract (the “**Sublicence**”).
- C. It is a requirement of the Contract that, before the Authority grants such sublicense to the Sublicensee, the Sublicensee execute a confidentiality agreement in favour of the Supplier in or substantially in the form of this Agreement to protect the Confidential Information of the Supplier.

IT IS AGREED as follows:

1. **Interpretation**

1. In this Agreement, unless the context otherwise requires:

“Confidential Information”

means:

- a. Information, including all personal data within the meaning of the Data Protection Act 1998, and however it is conveyed, provided by the Authority to the Sublicensee pursuant to or in connection with the Sublicence that relates to:

i. the Supplier; or

ii. the operations, business, affairs, developments, intellectual property rights,

trade secrets, know-how and/or personnel of the Supplier;

b. the source code and the object code of the software sublicensed to the Sublicensee pursuant to the Sublicence together with build information, relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation supplied by the Supplier to the Authority pursuant to or in connection with the Sublicence;

c. other Information provided by the Authority pursuant to this Agreement to the Sublicensee that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential which comes (or has come) to the Sublicensee's attention or into the Sublicensee's possession in connection with the Sublicence; and

d. Information derived from any of the above,

but not including any Information that:

i. was in the possession of the Sublicensee without obligation of confidentiality prior to its disclosure by the Authority;

ii. the Sublicensee obtained on a non-confidential basis from a Third Party who is not, to the Sublicensee's knowledge or belief, bound by a confidentiality agreement with the Supplier or otherwise prohibited from disclosing the information to the Sublicensee;

iii. was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

iv. was independently developed without access to the Confidential Information;

“Information” means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form); and

“Sublicence” has the meaning given to that expression in recital (B) to this Agreement.

2. In this Agreement:

1. a reference to any gender includes a reference to other genders;
2. the singular includes the plural and vice versa;
3. the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;
4. references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
5. headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
6. references to Clauses are to clauses of this Agreement.

2. **Confidentiality Obligations**

2.1 In consideration of the Authority entering into the Sublicence, the Sublicensee shall:

- 2.1.1 treat all Confidential Information as secret and confidential;
- 2.1.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);
- 2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Supplier or except as expressly set out in this Agreement;
- 2.1.4 not transfer any of the Confidential Information outside the United Kingdom;
- 2.1.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than as permitted under the Sublicence;

- 2.1.6 immediately notify the Supplier in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information; and
- 2.1.7 upon the expiry or termination of the Sublicence:

- a. destroy or return to the Supplier all documents and other tangible materials that contain any of the Confidential Information;

- b. ensure, so far as reasonably practicable, that all Confidential Information held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Sublicensee) from any computer, word processor, voicemail system or any other device; and

- c. make no further use of any Confidential Information.

3. Permitted Disclosures

- 3.1 The Sublicensee may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers who:

- 3.1.1 reasonably need to receive the Confidential Information in connection with the Sublicence; and

- 3.1.2 have been informed by the Sublicensee of the confidential nature of the Confidential Information and subject to the Sub-licensee ensuring their compliance with the terms of this Agreement; and

- 3.1.3 have agreed to terms at least as protective to those in this Agreement and which are enforceable by the Supplier.

- 3.2 The Sublicensee shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Sublicensee.

- 3.3 Before making a disclosure pursuant to Clause 3.2, the Sublicensee shall, if the circumstances permit:

- 3.3.1 notify the Supplier in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

- 3.3.2 ask the court or other public body to treat the Confidential Information as confidential.

4. General

- 4.1 The Sublicensee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Supplier shall remain with and be vested in the Supplier.
- 4.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:
 - 4.2.1 to grant the Sublicensee any licence or rights other than as may be expressly stated in the Sublicence;
 - 4.2.2 to require the Supplier to disclose, continue disclosing or update any Confidential Information; or
 - 4.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of the Sublicence.
- 4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 4.4 Without prejudice to any other rights or remedies that the Supplier may have, the Sublicensee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Sublicensee of any of the provisions of this Agreement. Accordingly, the Sublicensee acknowledges that the Supplier shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.
- 4.5 [Not Used]
- 4.6 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.
- 4.7 Each Party shall be responsible for all costs incurred by it or on its behalf in connection with entry into this Agreement.

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- 4.8 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5. Notices

- 5.1 Any notice to be given under this Agreement (each a “**Notice**”) shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 5.2.

- 5.2 Any Notice:

5.2.1 if to be given to the Supplier shall be sent to:

[Address]

Attention: [Contact name and/or position, e.g. “The Finance Director”]

5.2.2 if to be given to the Sublicensee shall be sent to:

[Name of Organisation]

[Address]

Attention: []

6. Governing law

- 6.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

- 6.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

Signature:

Date:

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Name:

Position:

For and on behalf of [*name of Sublicensee*]

Signature:

Date:

Name:

Position:

For and on behalf of [*name of Supplier*]

Special Term 6 – Authority Responsibilities

1 Authority Responsibilities

1.1 The Authority shall comply with its responsibilities set out in Call-Off Schedule 24 (Authority Responsibilities).

1.2 Service Recipients

- (a) The Supplier shall provide the Services to the Authority. Such provision shall be on the terms set out in this Agreement and the Supplier acknowledges that the Services may be received and used from time to time during the Term.
- (b) The Supplier agrees that all licences granted or provided to the Authority under this Agreement are also granted or provided to the Replacement Supplier and Replacement Sub-contractor upon the terms of this Agreement.

CALL-OFF START DATE: 01 December 2024

CALL-OFF EXPIRY DATE: 06 December 2029

CALL-OFF INITIAL PERIOD: 5 years 6 days

CALL-OFF EXTENSION PERIOD: 12 months + 12 months

**MINIMUM NOTICE PERIOD
FOR EXTENSION(S):** Three (3) Months

CALL-OFF DELIVERABLES

As per Call-Off Schedule 20 (Call-Off Specification), and in compliance with Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 13 (Implementation Plan and Testing).

MAXIMUM LIABILITY

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

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

CALL-OFF CHARGES

As per Call-Off Schedule 5 (Pricing Details)

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

REIMBURSABLE EXPENSES

In line with Buyer Expenses Policy – see Expenses Policy in Annex to Call-Off Schedule 5 (Pricing Details)



DWP Supplier Travel
Policy - Jan 23.docx

DWP Travel, Accommodation and Expenses Policy (Jan 23 policy)

1. The following principles and guidance are extracted from the Buyers expenses policy and are only intended to be a summary of the key areas and further guidance can be provided by the Buyer upon request from the Supplier, as the policy may change

from time to time.

2. When making a claim for any payment the Supplier shall provide the Buyer with reasonably requested documentary evidence of actual expenditure to support the claim.

3. Supplier resources / Contractors can claim expenses for business travel and accommodation where they have to make a journey to another DWP office or to an official meeting not on DWP premises. Claims for meals/ subsistence cannot be made as Supplier resources / contractor day rates are deemed sufficient to cover such costs. Contractors cannot make claims for any meals.

HOTEL ACCOMODATION

Eligibility

1. You can stay overnight in hotel accommodation for a maximum of 30 nights.

2. Hotel accommodation should only be booked for the actual nights you stay in the accommodation and will not be payable during any absence from work or time away from the accommodation unless you are off sick and:

- are certified medically unfit to travel; or
- you have a short period of illness of 3 days or less and no appreciable savings would be made if you returned home during your illness.

3. Hotel accommodation can only be used for the night of your last day of duty if you were unable to return to your home by 20:00 hours and subsequently stayed a further night.

HOTEL ROOM EXPENDITURE LIMITS

The following regional maximum expenditure limits are in place:

Overnight stay

London £150

Rest of the country (except London) £100

RAIL TRAVEL

1. First Class rail travel is not permitted. Economy class only.

2. Restricted/Advance Purchase tickets must be booked for your journey. As well as being the cheapest option this will also ensure that you have a definite train booked and a seat for your journey(s). 'Anytime' tickets should only be purchased where they are the cheapest available ticket.

TAXIS

1. Staff must always consider whether travelling by taxi is a necessity, having considered alternative travel methods,

business needs, sustainability issues and increased public scrutiny of expenses and cost.

When Can I use a Taxi?

2. Taxis can only be used where one of the following applies:

- Heavy luggage has to be handled
- A taxi can be shared with colleagues and there is a saving over public transport costs
- There is no suitable method of public transport
- It is necessary due to a long term health problem
- There is a risk to personal safety
- Exceptionally, the saving of official time is important

3. You can only use a taxi where the fare will be under £50 per person per journey. There are no exceptions to this limit and the limit overrides the authorised use reasons above. You cannot claim reimbursement for any tips or gratuities.

AIR TRAVEL (including International Air Travel)

Key Policy Points

1. Business journeys must only be booked when meeting in person is essential.
2. Air travel can be authorised where, taking into account the full cost and duration of the journey including travel to/from the airport, and potential overnight stays saved, it offers better value for money than alternative methods.
3. The cheapest ticket which meets the travel requirements must be purchased. In most circumstances this will be an Advance or Fixed ticket.
4. Flights within the UK must be Economy class. When you are flying overseas and flight is less than 2.5 hours you must travel in economy class
5. When you are flying overseas and the flight is over 2.5 hours you should agree the most appropriate class of travel taking into account the requirement to spend responsibly and protect the reputation of the department.
6. Business Class tickets and any tickets costing more than £1,000 should not be booked without prior approval from the Permanent Secretary. You must not book 1st class tickets in any circumstances
7. You must not request lounge access unless this is specifically approved as a necessity, after giving consideration to the extra cost and the actual amount of working time intending to spend in the lounge.

PAYMENT METHOD

Payment method	<p>The payment method for this Call-Off Contract is BACS (Bankers Automated Clearance Service).</p> <p>The Buyer shall only make BACS payments after an initial invoice has been validated and approved by the Buyer which shall occur within five (5) Working Days of the initial invoice being sent, after which the final invoice shall be issued to Shared Services Connected Ltd (SSCL) and payment made in accordance with the Invoice details below.</p>
Payment profile	<p>The payment profile for this Call-Off Contract will be agreed within individual Statements of Work and each individually governed.</p>
Invoice details	<p>The Supplier will e-invoice SSCL. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice by SSCL.</p>
Who and where to send invoices to	<p>Where electronic invoices are emailed, they shall be emailed to the following SSCL shared inbox: APinvoices-DWP-U@gov.sscl.com and copied to the current DWP Finance representatives.</p> <p>Paper invoices should be sent to:</p> <p>SSCL PO Box 406 Phoenix House Celtic Springs Newport NP10 8FZ</p>

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	Invoices should also be sent to the Buyer's authorised representative.
Invoice information required	<p>All invoices must include purchase order number, Contract reference and Buyer's reference details.</p> <p>The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Para 4 of the Core Terms of the Call Off Contract and RM6194 Call off Schedule 5 Part E 1.1.</p> <p>The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out in each Statement of Work and the provisions of this Call-Off Contract.</p>
Invoice frequency	Invoice(s) will be sent to the Buyer monthly in arrears or as agreed between the Parties within the relevant Statement of Work.

BUYER'S AUTHORISED REPRESENTATIVE**[REDACTED]****DWP Commercial Lead****[REDACTED]****Two St. Peter's Square****MANCHESTER****M2 3AA****BUYER'S ENVIRONMENTAL POLICY**

Can be found here:

DWP Estates
Environmental Comm**BUYER'S SECURITY POLICY**

Can be found online here: [DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/procurement/dwp-procurement-security-policies-and-standards)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Client Executive Partner

[REDACTED]

**Atos IT Services UK Limited, Second Floor, MidCity
Place 71 High Holborn London WC1V 6EA**

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Contract Management Territory Lead for UK

[REDACTED]

**Atos IT Services UK Limited Appleton Place, Appleton
Parkway, Elburn Campus, Livingston, EH54 7EZ**

PROGRESS REPORT FREQUENCY

As per Call-Off Schedule 1 (Transparency Reports)

PROGRESS MEETING FREQUENCY

Monthly (see Call-Off Schedule 15 (Contract Management))

KEY STAFF

[REDACTED]

Service Manager

[REDACTED]

**Atos IT Services UK Limited, Second Floor, MidCity
Place 71 High Holborn London WC1V 6EA**

[REDACTED]

Chief Technology Officer

[REDACTED]

**Atos IT Services UK Limited, Second Floor, MidCity
Place 71 High Holborn London WC1V 6EA**

[REDACTED]

Technical Specialist

[REDACTED]

**Atos IT Services UK Limited, Second Floor, MidCity
Place 71 High Holborn London WC1V 6EA**

[REDACTED]

Exit Manager

[REDACTED]

**Atos IT Services UK Limited, Second Floor, MidCity
Place 71 High Holborn London WC1V 6EA**

[REDACTED]

Security Representative

[REDACTED]

Atos IT Services UK Limited, Second Floor, MldCity Place 71 High Holborn
London WC1V 6EA

[REDACTED]

Commercial Representative

[REDACTED]

Atos IT Services UK Limited, Second Floor, MldCity Place 71 High Holborn
London WC1V 6EA

KEY SUBCONTRACTOR(S)

[REDACTED][REDACTED][REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: in respect of any month, [REDACTED] of the Service Charges paid
and / or due to be paid to the Supplier under this Call-Off Contract during that month;

The Service Period is: one Month.

A Critical Service Level Failure is: the Supplier has accrued Service Credits in
excess of the Service Credit Cap in any three (3) months of any rolling period of four
(4) months (measured from any time).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using
the form in Joint Schedule 8 (Guarantee)

SOCIAL VALUE COMMITMENT

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

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

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED] [REDACTED] [REDACTED]	Signature:	[REDACTED][REDACTED] [REDACTED] [REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	General Counsel UK&I	Role:	HEAD OF HEALTH SERVICES (DWP)
Date:	20/11/24	Date:	21/11/24

Witnessed by:

NAME: [REDACTED]

ADDRESS: ATOS, MCP, 71 HIGH HARBORN
LONDON WC1V 6GA

ROLE: EXECUTIVE ASSISTANT

DATE: 20.11.24

SIGNATURE: [REDACTED]

