

**Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

Call-Off Ref: RM1043.8

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**Order Form**

Call-Off Reference:

Call-Off Title:

Call-Off Contract Description:

The Buyer: **Ambulance Radio Programme**

Buyer Address:

The Supplier: Parity Consultancy Services Ltd

Supplier Address:

Registration Number: 00969618

DUNS Number: 226278828

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 12 July 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 1

### **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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - 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) RM1043.8

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 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:

Call-Off Start Date: 12/07/2023

Call-Off Expiry Date: 12/05/2024

Call-Off Initial Period: 0 Years, 10 Months

Call-Off Optional Extension Period: 0 Year(s), 5 Month(s)

Minimum Notice Period for Extensions: 1 Month(s)

Call-Off Contract Value:

### Call-Off Deliverables

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### Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

### Cyber Essentials Scheme

### Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

### Call-Off Charges

1

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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[REDACTED]

**Payment Method**

[REDACTED]

**Buyer's Invoice Address**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Buyer's Environmental Policy**

Not used.

**Buyer's Security Policy**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Supplier's Authorised Representative**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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**Supplier's Contract Manager**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Progress Report Frequency**

Daily

**Progress Meeting Frequency**

[REDACTED]

**Key Staff**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

Not applicable

**Service Credits**

Not applicable

**Additional Insurances**

Not applicable

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**Guarantee**

Not applicable

**Social Value Commitment**

To be agreed between the parties prior to signature.

[Redacted]

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

**For and on behalf of the Supplier:**

[Redacted]

**For and on behalf of the Buyer:**

[Redacted]

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### Appendix 1 (Template Statement of Work)

#### 1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

[REDACTED]

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:** [REDACTED]

**SOW Title:** [REDACTED]

**Call-Off Contract Reference:** [REDACTED]

**Buyer:** [REDACTED]

**Supplier:** [REDACTED]

**SOW Start Date:** [REDACTED]

**SOW End Date:** [REDACTED]

**Duration of SOW:** [REDACTED]

**Key Personnel (Buyer):** [REDACTED]

**Key Personnel (Supplier):** [REDACTED]

**Subcontractors:**

Not applicable

#### 2 Buyer Requirements – SOW Deliverables

**Outcome Description:** Please refer to the Call-Off Deliverables section of this document.



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**Supplier Resource Plan:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Please refer to the Buyer's Information Security Policy.

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a Cyber Essentials Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

[REDACTED]

**Performance Management:**

[REDACTED]

[REDACTED]

[REDACTED]

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### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### Key Supplier Staff:

Key Role	Key Staff	Worker Engagement Route (incl. inside/outside IR35)

## 3 Charges

### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

### Reimbursable Expenses:

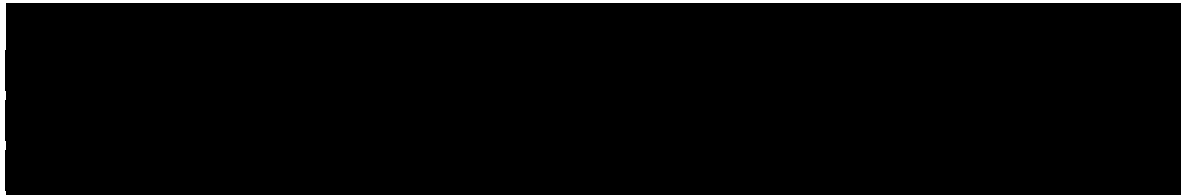
See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy). Please also refer to the 'Reimbursable Expenses' section on the Call-Off contract.

#### **4 Signatures and Approvals**

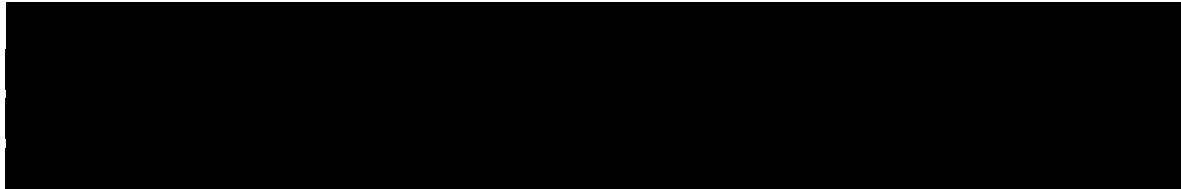
##### **Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

##### **For and on behalf of the Supplier**



##### **For and on behalf of the Buyer**



## **Annex 1**

### **Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

<b>Description</b>	<b>Details</b>
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul>
Duration of the Processing	For the term of the agreement

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Nature and purposes of the Processing	<ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul>
Type of Personal Data	<ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul>
Categories of Data Subject	<ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul>
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	<ul style="list-style-type: none"><li>• No Personal Data is expected to be processed as part of this agreement.</li></ul>