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

**Order Form**

CALL-OFF REFERENCE: **Redacted text** **RM6175**

THE BUYER: **The Secretary of State for Education**

BUYER ADDRESS Sanctuary Buildings,

 20 Great Smith Street,

 London,

 SW1P 3BT

THE SUPPLIER: **Restore Plc**

SUPPLIER ADDRESS:The Databank, Unit 5 Redhill Distribution Centre, Redhill, Surrey, RH1 5DY

REGISTRATION NUMBER:05169780

DUNS NUMBER: 739164064

SID4GOV ID:213324

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st May 2023.

# It’s issued under the Framework Contract with the reference number RM6175 for the provision of Records Information Management, Digital Solutions and Associated Services.

# CALL-OFF LOT(S):

Lot 5

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) **RM6175**
3. The following Schedules in equal order of precedence:
* Joint Schedules for **RM6175**
	+ Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 5 (Corporate Social Responsibility)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)
	+ Joint Schedule 12 (Supply Chain Visibility)
	+ Joint Schedule 13 (Continuous Improvement)
	+ Joint Schedule 14 (Benchmarking)
* Call-Off Schedules for **RM6175**
	+ Call-Off Schedule 1 (Transparency Reports)
	+ 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 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Framework Schedule 6 (Order Form Template and Call-Off Schedules)
1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6175**
3. 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:

None

CALL-OFF START DATE: **1st May 2023**

CALL-OFF EXPIRY DATE: **30th April 2028**

CALL-OFF INITIAL PERIOD: **5 years (followed by optional one plus**

**One)**

CALL-OFF DELIVERABLES

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

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 text** Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS payment via monthly invoice, details to be agreed.

BUYER’S INVOICE ADDRESS:

**redacted** **text**

BUYER’S AUTHORISED REPRESENTATIVE

Redacted text

BUYER’S ENVIRONMENTAL POLICY

Not applicable

BUYER’S SECURITY POLICY

Not applicable

SUPPLIER’S AUTHORISED REPRESENTATIVE

**Redacted text**

SUPPLIER’S CONTRACT MANAGER

Redacted text

PROGRESS REPORT FREQUENCY

On the 20th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly

KEY STAFF

**Redacted text**

KEY STAFF

**Redacted text**

KEY STAFF

**Redacted text**

KEY SUBCONTRACTOR(S)

Redacted text

COMMERCIALLY SENSITIVE INFORMATION

Pricing Details

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is to be agreed.

The Service Period is: one month

A Critical Service Level Failure is: data breach or unauthorised access or distribution of buyer confidential data.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract.

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 within the Framework terms.

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