

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2021

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

Order Form

CALL-OFF REFERENCE:	C394293 Standby Agreement
CALL-OFF TITLE:	Standby Agreement
CALL-OFF CONTRACT DESCRIPTION:	Seeking to procure a Digital Specialists Call-Off Contract. This will enable Statements of Work (SOWs) to be implemented to drive business-driven change projects requested via the DTG Front Door Process. The call-off agreement will be utilised to implement a range of Digital, Data and Technology (DDaT) skills needed for small-scale digital capability projects]
THE BUYER:	Medicines and Healthcare products Regulatory Agency
BUYER ADDRESS	10 South Colonnade, London, E14 4PU
THE SUPPLIER:	Triad Group Plc
SUPPLIER ADDRESS:	Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE
REGISTRATION NUMBER:	02285049
DUNS NUMBER:	399969443

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

Crown Copyright 2021

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 8th December 2025.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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 (a template of the SOW is available for reference in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW 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(S):

Lot 2

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 4 (Commercially Sensitive Information)

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

Crown Copyright 2021

- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 18 (Background Checks)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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.

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

Crown Copyright 2021

CALL-OFF START DATE:	15th December 2025
CALL-OFF EXPIRY DATE:	14th December 2027
CALL-OFF INITIAL PERIOD:	2 years
CALL-OFF OPTIONAL EXTENSION PERIOD:	Possibility of two 12-month extensions
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3-month notice
CALL-OFF CONTRACT VALUE:	The maximum contract value is £800,000 excluding VAT. The contract guarantees no minimum spend and is a standby agreement.

CALL-OFF DELIVERABLES

The call-off deliverables are intended to facilitate and fast track small one-off projects supporting project work coming from business areas or to support legacy replacement projects. These projects are usually legislative, policy or business driven change initiatives – or support legacy replacement

The contract will enable outcome-based SOW arrangements to be implemented for Project and Delivery Management, Product and Change Management, Service Design/User Research, Business Analysis and Architecture Services.

Projects are yet to be confirmed; however, the work will be to provide specialist digital resources to deliver against DTG Front Door applications/ captured within the DTG technology roadmap. A more detailed breakdown of scope and specific deliverables will be defined via each Statement of Work provided by the supplier and need to be agreed by the Buyer.

For the avoidance of doubt, MHRA is seeking capability from a supplier to provide certain roles within the SFIA ecosystem. For reference, the roles MHRA will be requiring the Supplier to provide are detailed in, but not necessarily limited to; Attachment 4 Pricing Schedule of the ITT.

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

MAXIMUM LIABILITY

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

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

Crown Copyright 2021

The Estimated Year 1 Charges used to calculate liability in the first Contract Year are not guaranteed, however, the MHRA anticipates that no more than £400,000.00 will be spent within the first contract year.

CALL-OFF CHARGES

The Buyer will pay day rates for engagements and other necessary costs as indicated in Supplier's response to the ITT. It is anticipated that the charges will therefore be a mixture of Fixed Price (for one-off and set-up costs) and Capped Time and Materials (CTM).

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

Payment terms are 30 days from receipt of a valid, undisputed invoice. The payment method for this Call-Off Contract is BACS.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to accounts.payable@mhra.gov.uk or, if advised, in writing by MHRA. Written invoices to be addressed to:

Medicines and Healthcare products Regulatory Agency
Accounts Payable
10 South Colonnade,
London
E14 4P

BUYER'S AUTHORISED REPRESENTATIVE

Head of Project Management

10 South Colonnade, Canary Wharf, London E14 4PU

BUYER'S ENVIRONMENTAL POLICY

Can be supplied at a later date.

BUYER'S SECURITY POLICY

Can be supplied at a later date.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Consultant

Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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

Crown Copyright 2021

SUPPLIER'S CONTRACT MANAGER

Consultant

Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE

PROGRESS REPORT FREQUENCY

To be determined by the Parties after initial kick-off meeting has been held.

PROGRESS MEETING FREQUENCY

To be determined by the Parties after initial kick-off meeting has been held.

KEY SUBCONTRACTOR(S)

Not applicable

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

Crown Copyright 2021

COMMERCIALLY SENSITIVE INFORMATION

Pricing and bid elements of the proposal.

SERVICE CREDITS

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Finance Director	Role:	Chief Executive Officer
Date:		Date:	

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 Crown Copyright 2021

Appendix 1

The Statement of Work template is provided for reference. Once the Parties have agreed upon deliverables the applicable SoW will be incorporated into this Agreement. To ensure that all engagements are formalised going forward, each engagement will require the Buyer and Supplier to complete and execute Statement of Works

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	

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

Crown Copyright 2021

Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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

Crown Copyright 2021

MS01																		
MS02																		
Delivery Plan																		
Dependencies																		
Supplier Resource Plan																		
Security Applicable to SOW:	<p>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).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i>]</p>																	
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>																	
SOW Standards	<p><i>[Insert]</i> any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))</p>																	
Performance Management	<p><i>[Insert]</i> details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th> <th>Target</th> <th>Measured by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>[Insert]</i> Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>			Material KPIs	Target	Measured by												
Material KPIs	Target	Measured by																
Additional Requirements	<p>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 Annex1 attached to this Statement of Work.</p>																	
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>[Indicate]</i>: whether there is any requirement to issue a Status Determination Statement]</p>			Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details																

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

Crown Copyright 2021

Worker Engagement Status	[Yes / No] [Insert details]		
[SOW Reporting Requirements:]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:		
	Ref.	Type of Information	Which Services does this requirement apply to?
	1.	[insert]	
	1.1	[insert]	[insert]
]		

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>

5. 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	

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 Crown Copyright 2021

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	Name and title
	Date Signature
For and on behalf of the Buyer	Name and title
	Date
	Signature

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
 Crown Copyright 2021

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)]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</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"> [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</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"> [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</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"> [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</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"> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and</i>

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

Crown Copyright 2021

	<p><i>purposes of its Processing the Personal Data on receipt e.g. where (1)</i></p>
--	--

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

Crown Copyright 2021

	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
<p>Duration of the Processing</p>	<p><i>[Clearly set out the duration of the Processing including dates]</i></p>
<p>Nature and purposes of the Processing</p>	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
<p>Type of Personal Data</p>	<p><i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i></p>
<p>Categories of Data Subject</p>	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>