

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

CALL-OFF REFERENCE: CCZW21A03

THE BUYER: Ministry of Defence

BUYER ADDRESS PJHQ, Sandy Lane, NORTHWOOD, Middlesex,
HA6 3HP

THE SUPPLIER: Worldwide Language Resources

SUPPLIER ADDRESS: 51 Castle Street, High Wycombe,
Buckinghamshire,
HP13 6RN

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27/01/2022

It's issued under the Framework Contract with the reference number RM6141 for the Provision of Language Services.

CALL-OFF LOT(S):
Not applicable

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. Call-Off Schedule 17 (MOD Terms)
2. Call-Off Schedule 20 (Specification)
3. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
4. Joint Schedule 1 (Definitions and Interpretation) RM6141
5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6141
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CCZW21A03
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)

6. CCS Core Terms (version 3.0.8)

7. Call-Off Schedule 4 (Call-Off Tender)

8. Joint Schedule 5 (Corporate Social Responsibility) RM6141

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 special terms below shall apply:

1. Amendments to Contract

- 1.1 All amendments to the Contract shall be made in line with Schedule 2 (Variation Form) and Clause 24 (Changing the contract) in the Core Terms and can only be authorised by the Buyer's Commercial Branch whose details can be found at DEFFORM 111.

2. Government Furnish Assets (GFA)

- 2.1 The Supplier shall be responsible for accounting for any GFA issued during this Contract.
- 2.2 The Supplier shall keep a written log of all GFA supplied to LRWs and shall be responsible for returning that GFA to the DOR in the location from which the GFA was issued, once a task has been completed or the contract ends.

3. Key Performance Management

- 3.1 The Supplier shall submit a monthly KPI report in accordance with Call Off Schedule 20 (Specification) section 7.4. Performance indicators (in accordance with Call Off Schedule 20 (Specification)) shall be monitored monthly, and measured quarterly, using the agreed Key Performance Indicators (in accordance with Call Off Schedule 20 (Specification) section 10.)
- 3.2 The Supplier's performance shall be measured against:
- 3.2.1 Operational Performance – elements of the Contract that provide the linguistic services (Prepare, Deploy, Protect, Manage and Mobilise) in accordance with

Call Off Schedule 20 (Specification) serials 5.1.2, 5.1.4, 5.1.5, 5.1.6 and Call Off Schedule 20 (Specification) Appendix 2 – Task Order Form.

3.2.2 Management Performance – elements of the Contract that provide the support activities (Monthly Reporting & intimidation claims) in accordance with Call Off Schedule 20 (Specification) serial 7.2 and Call Off Schedule 20 (Specification) – Appendix 3 – Intimidation Service Requirement

3.3 Performance Scoring

3.3.1 Performance shall be based on the achievement across all tasks for the measurement period.

| KPI Outcome | KPI Score |
|-------------|-----------|
| Green | 90-100% |
| Yellow | Below 90% |
| Red | Below 90% |

Table 1

3.4 Service Restoration Process

3.4.1 Where the Supplier's performance has been assessed below GREEN against Operational performance tasks in Call Off Schedule 20 (Specification) the Supplier shall submit a Rectification Plan in accordance with Joint Schedule 10 (Rectification Plan) to the Authority's PCM for review at the monthly meeting directly following the period in which the KPI was assessed.

3.4.1.1 The Rectification Plan shall be discussed and agreed as part of the monthly meeting immediately following its submission.

3.4.1.2 Both parties agree to work collaboratively to address any concerns related to the KPI being measured, and the actions stated within the Rectification Plan.

3.4.1.3 Where agreement cannot be reached at the monthly meeting, both parties shall agree a date and time for another meeting, the sole purpose of which is to agree the Rectification Plan actions.

3.4.1.4 The attendees at the above meeting shall be the Buyer's PCM, Project Director, and Assistant Commercial Head; the Supplier's CCM, and Commercial Director.

3.4.2 Where the Supplier's Operational performance has been assessed below GREEN, 10% of the performance management total value for that period shall be withheld.

3.4.3 The Supplier may claim payment of the withheld amount providing that:

3.4.3.1 The Rectification Plan has been submitted on the date required.

3.4.3.2 Changes agreed within the Rectification Plan have been implemented within the timescales agreed in the plan; and

3.4.3.3 The Supplier's performance has improved by the date agreed within the Rectification Plan.

3.5 Where the Supplier has not met the conditions set out in 3.4.3 above, the withheld amount will be considered permanently withheld.

CALL-OFF START DATE: 20/05/2022

CALL-OFF EXPIRY DATE: 19/04/2026

CALL-OFF INITIAL PERIOD: 4 years,
With the option to extend for further 2 years

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 Year 1 Charges used to calculate liability in the first Contract Year is to be REDACTED TEXT under FOIA Section 43 Commercial Interests.

The Overall Contract Value shall be REDACTED TEXT under FOIA Section 43 Commercial Interests.

The Yearly Contract spend limit is as follows:

REDACTED TEXT under FOIA Section 43 Commercial Interests.

CALL-OFF CHARGES

REDACTED TEXT under FOIA Section 43 Commercial Interests.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment shall be made in accordance through the Contracting, Purchasing and Finance (CP&F) tool, in accordance with Call Off Schedule 20 (Specification).

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

BUYER'S SECURITY POLICY

In accordance with Framework Schedule 9 (Cyber Essentials) and Call-Off Schedule 9 (Security).

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

MONTHLY REPORT FREQUENCY

In accordance with Call Off Schedule 20 (Specification).

MONTHLY MEETING FREQUENCY

In accordance with Call Off Schedule 20 (Specification).

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information.

SERVICE CREDITS

In accordance with the Call-Off Special Terms above, Section 3 – Key Performance Management.

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 stated within Call Off Schedule 20 (Specification) – KPI 5 agreed at Contract Award.

| For and on behalf of the Supplier | For and on behalf of the buyer |
|---|---|
| Signature: REDACTED TEXT under FOIA Section 40, Personal Information. | Signature: REDACTED TEXT under FOIA Section 40, Personal Information. |
| Name: REDACTED TEXT under FOIA Section 40, Personal Information. | Name: REDACTED TEXT under FOIA Section 40, Personal Information. |
| Role: REDACTED TEXT under FOIA Section 40, Personal Information. | Role: REDACTED TEXT under FOIA Section 40, Personal Information. |
| Date: 20/05/2022 | Date: 20/05/2022 |

