**ORDER FORM**

FOR THE SUPPLY OF SERVICES TO THE PPF

## BETWEEN

|  |  |
| --- | --- |
| **THE BOARD OF THE PENSION PROTECTION FUND** | The “**PPF**” |
| *The statutory body corporate established under s.107 of the Pensions Act 2004, whose principal address is:* |
| Renaissance, 12 Dingwall Road, Croydon, CR0 2NA |

AND

|  |  |
| --- | --- |
| Full Name of Supplier | The “**Supplier**” |
| Entity type and registration number of Supplier*, of:* |
| Address of Supplier |

Together, the “**Parties**”

## KEY CONTACTS

***FOR THE PPF:***

|  |  |
| --- | --- |
| **Name:** | Name of PPF contact |
| **Title:** | Title of PPF contact |
| **Email:** | Email address of PPF contact |
| **Telephone:** | Telephone number of PPF contact |
| **Role:** | Role of PPF contact in relation to contract (e.g. contract owner, escalation contact). *If you have multiple key contacts, click the plus button in the bottom right of this table* |

***FOR THE SUPPLIER:***

|  |  |
| --- | --- |
| **Name:** | Name of Supplier contact |
| **Title:** | Title of Supplier contact |
| **Email:** | Email address of Supplier contact |
| **Telephone:** | Telephone number of Supplier contact |
| **Role:** | Role of Supplier contact in relation to contract (e.g. contract owner, escalation contact). *If you have multiple key contacts, click the plus button in the bottom right of this table* |

## TERM AND EXTENSION

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| **Effective Date:** | Specify date on which contract takes effect, which may be before or after the date of signing |
| **Term:** | Specify the initial term of the contract, assuming it is not extended or terminated early |
| **Permitted Extensions:***Specify number, duration and required notice period* | Set out details of any extensions permitted, including any limits on the number of extensions, overall duration of extensions and duration of individual extensions. Confirm who is permitted to trigger an extension (e.g. whether it is by agreement or notice) and any notice requirements in relation to the exercise of any extension options. |
| **Number of days’ notice required for without cause termination:** | Confirm the amount of notice each party is required to give to trigger termination by notice without cause. The amount of notice required may differ between the parties. |

## The Services

*This section can refer to a statement of work prepared by the Supplier, but the statement must not indicate that the appointment is subject to an alternative set of terms.*

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| **Description of the Services:** | Set out details of the services to be provided by the Supplier in sufficient detail to ensure that it is clear to both parties from the contract alone what services need to be delivered |
| **Deliverables:** | Confirm any specific deliverables arising from the services (e.g. reports or other end products) |
| **Milestones:** | Where services are to be delivered in stages over a period of time, confirm any milestones within the delivery timetable |
| **Location for delivery:** | Confirm where the services are to be delivered |
| **Timescale for delivery:** | Confirm any deadlines for the delivery of the services |
| **Key Supplier Personnel:** | Where any of the services need to be delivered by a specific individual or team, confirm details here |
| **Technical Standards:** | Where the Supplier is required to deliver services in accordance with particular technical standards, specify details here |
| **Required Policies:**Clause 19 (Compliance with Policies) | If the PPF requires that the Supplier complies with any policies (other than the PPF Supplier Code of Conduct) during the delivery of the Services, those policies should be identified here.Copies of any policies must be provided to the Supplier. |
| **Social Value Commitments:**Clause 4 (Social Value) | Where the Supplier has made social value commitments during the selection process or as part of its service proposal, those commitments should be specified here. |

## the Fees

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| **Fees payable by the PPF:** | Set out details of any fees to be paid by the PPF in respect of the services in sufficient detail that it is clear to both parties from the contract alone what the total fees payable and any constituent parts of those fees are.Where fees are chargeable on a time and materials basis, you must be clear about applicable rates and the basis on which fees accrue (e.g. hourly, daily).  |
| **Fees are:***Check applicable* | **Inclusive of VAT** |[ ]  **Exclusive of VAT** |[ ]
| **Timescale for payment of Fees:** | Confirm when any fees become payable (e.g. that they are payable on a specific date or following delivery of certain deliverables |
| **Expenses payable by the PPF:** | Confirm details of any expenses that are to be paid by the PPF. The PPF will not be responsible for any expenses that are not explicitly specified here |

## Terms and Conditions

By signing this Order Form, the Parties confirm that it is their intention to form a Contract which is subject to the *Terms and Conditions for the Supply of Services to the PPF* specified below, as modified to include any additions or variations specified in this Order Form, including any additional terms specified in the Addendums checked below.

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| --- | --- |
| **Version of *Terms and Conditions for the Supply of Services to the PPF*** | Specify No. |
| **Addendum: Personal Data Processing Terms***Check to incorporate this Addendum if the Supplier will process personal data for the PPF and complete the processing instructions in the Addendum.**You must also complete the* ***Data Processing Instructions*** |[ ]  **Version:** | Specify No. |
| **Addendum: Information Security***Check to incorporate this Addendum where the PPF Information Security team has indicated that the additional information security clauses are required.* |[ ]  **Version:** | Specify No. |
| **Addendum: Employment Obligations***Check to incorporate this Addendum where there is a risk of a transfer of employment under TUPE in relation to the delivery of the Services* |[ ]  **Version:** | Specify No. |
| **Addendum: Modern Slavery**Check to incorporate this Addendum where the Contract Risk Assessment Tool indicates that there is a medium or high risk of Modern Slavery |[ ]  **Version:** | Specify No. |

**ELECTIONS FROM AND/OR CHANGES TO THE STANDARD TERMS**

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| **Liability Cap:**Clause 7.1 (Liability and Insurance) | The standard terms provide for a liability cap of the greater of 125% of fees or £500,000. If the parties have agreed an alternative cap, that should be specified here. |
| **Required Insurances:**Clause 7.6 (Liability and Insurance) | If the Supplier is required to maintain specific types of insurance cover, specify the relevant details here |
| **Commercially Sensitive Information:**Clause 10 (Freedom of Information) | Supplier to confirm details of any information which it considers confidential or commercially sensitive. This should clearly identify the specific information, briefly set out the implications of its disclose and estimate the period during which it is confidential or commercially sensitive |
| **Ownership of IPRs in work product:**Clause 13.3 (Intellectual Property Rights) | *Select either:* | **PPF IPR Ownership**PPF owns intellectual property rights in any materials produced as part of the Services |[ ]
|  |  | **Supplier IPR Ownership**Supplier owns intellectual property rights in any materials and provides a perpetual, royalty-free, irrevocable and non-exclusive licence to the PPF |[ ]
| **Other Variations and Additional Terms:**Insert details of any variations from the standard terms and conditions (including any terms specified in an Addendum) and any additional clauses agreed by the parties.When specifying variations to standard terms, identify the relevant clause by number and name and make sure you are clear about which parts of the clause are being omitted/replaced and what the replacement drafting provides.  |

[*Execution Page Follows*]

## Execution Page to Order Form

IN WITNESS WHEREOF this Order Form is signed by the Parties:

|  |  |  |
| --- | --- | --- |
|  Name: Title: Date: For and on behalf of **the PPF** |  |  Name: Title: Date: For and on behalf of **the Supplier** |