

Annex 3 – Template Call-Off

Call-Off for Services

Supplier	
Company Name	<i>[Insert details of contracting Supplier entity entering into this Call-Off – may be the same as or different to the Supplier Lead that entered into the Framework Terms]</i>
Registered Number	
Registered Address	
Notice Address	
Authorised Signature	
Name of Signatory	
Title of Signatory	
Date	

HSBC	
Company Name	<i>[Insert details of contracting HSBC entity entering into this Call-Off – may be the same as or different to the HSBC Lead that entered into the Framework Terms]</i>
Registered Number	
Registered Address	
Notice Address	For the Attention of [the Chief Procurement Officer]
Authorised Signature	
Name of Signatory	
Title of Signatory	
Date	

Details of incorporated terms

Supplier Lead	<i>[Insert Supplier company name who signed Framework Agreement]</i>
HSBC Lead	<i>[Insert name of HSBC entity who signed the Framework Agreement]</i>
Framework Terms Effective Date	<i>[Insert date on which Framework Agreement was signed or the date listed in the Framework Agreement]</i>
Service Specific Terms	<p>The following Service Specific Terms apply to this Agreement:</p> <p><i>[Delete those that are not applicable]</i></p> <ul style="list-style-type: none"> • <i>Software and Software Maintenance</i> • <i>Equipment and Equipment Maintenance</i> • <i>SaaS Services</i>
Additional Country Specific Terms	<p><i>[Any Additional country specific terms can be included here in the Call-Off, the applicable country specific terms have not already been included in the Framework]</i></p> <p><i>[NB if call off is entered into by an EU based HSBC entity and the call off is governed by English law (or the laws of an another non EEA country) then a bail in clause may need to be added].</i></p>

Details of Services

Start Date	<i>DD / MM / YYYY</i>
Term	<i>Start Date to DD / MM / YYYY</i>
Services	<p><i>[Insert high level description of Services i.e. Consultancy, Software, SaaS, Hardware etc]</i></p> <p><i>[insert a detailed description of the Services and any detail around delivery etc]</i></p> <p><i>[List any documentation to be provided by the Supplier or HSBC in connection with the Services.] [We should also include details of any other users who need access to the Service i.e. if customers want direct access]</i></p>
Service Levels and Service Credits	<p>EITHER:</p> <p><i>[insert detailed description of any service levels - these must be precise enough to allow effective monitoring, both in terms of quantity and quality]</i></p> <p><i>[if applicable, insert or cross-reference the service credit mechanism]</i></p> <p><i>[Example wording: “Availability service level – The Services shall be available 24 hours a day, 7 days a week.”]</i></p> <p>OR, IF MATERIAL REGULATORY TERMS (ANNEX 2) ARE INCLUDED IN THE FRAMEWORK:</p> <p><i>[As set out in Appendix 4 to Annex 2]</i></p>
Maintenance	<i>[Insert details of any maintenance and support services including any agreed maintenance windows]</i>
Maintenance Term	<i>[Insert period of maintenance]</i>
Warranty Period	<i>[insert length of warranty if applicable]</i>
Acceptance Criteria	<i>[insert details of any criteria for acceptance]</i>
Charges and Invoicing	<p><i>[insert charges for the Services; which could be either a rate card (time and materials), licence fees, maintenance fees, unit pricing, purchase fees, fixed fees (one off or milestone based) depending on the commercial model]</i></p> <p><i>[currency]</i></p>

	<p><i>[Payment schedule of when Charges will be payable e.g. annual in advance, in arrears, by reference to specific milestones]</i></p> <p><i>[Charges are [exclusive][inclusive] of any expenses. [Expenses must be approved in advance by HSBC and will only be payable in accordance with HSBC's expense policy provided from time to time.]</i></p> <p><i>[Example wording for time and materials: The Charges shall be calculated on the basis of actual hours expended, grade and hourly rates set out in the rate card up to a cap of [£] and invoiced monthly in arrears.]</i></p>
Territory	<i>[insert the location from which the Supplier will provide the Services or process HSBC Information]</i>
Exit	<i>[insert details of any specific services Supplier must provide on exit in addition to the general obligation in the Agreement to provide exit assistance]</i>
Governance / Reporting	<i>[insert details of any required governance or reporting]</i>