

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/23/1436
THE BUYER:	NHS Black Country Integrated Care Board
BUYER ADDRESS	Wolverhampton Civic Centre, St. Peter's Square, Wolverhampton, WV1 1SH
THE SUPPLIER:	Deloitte LLP
SUPPLIER ADDRESS:	1 New Street Square, London, EC4A 3HQ
REGISTRATION NUMBER:	OC 303675
DUNS NUMBER:	364807771
SID4GOV ID:	

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated date of issue.

It's issued under the Framework Contract with the reference number RM6187 for the provision of RM6187 Management Consultancy Framework Three (MCF3) for NHS Black Country Integrated Care Board

CALL-OFF LOT(S):

Lot 5: HR

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors) - Optional
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - Optional

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. 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.

Supplier terms are not 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: 31st March 2023

Call-off expiry date: 31st March 2025

Call-off initial period: 2 years

CALL-OFF OPTIONAL EXTENSION PERIOD Not applicable

Call-off deliverables:

Option A:



Security

Short form security requirements apply

Maximum liability

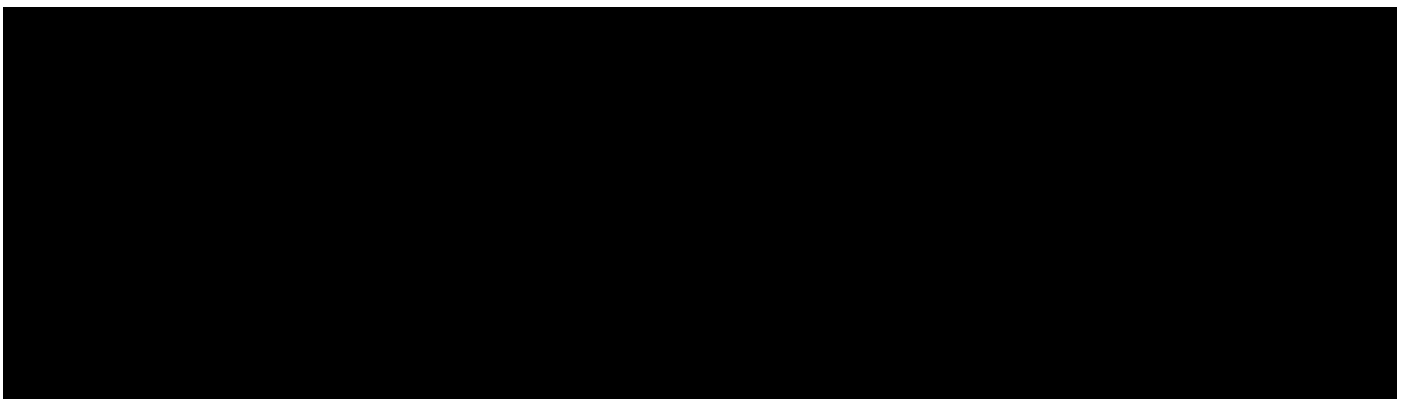
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 2 Charges used to calculate liability in the first contract year are:

Estimated Year 2 Charges of the Contract are £500,000 inclusive of VAT

Call-off charges

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



All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

Payment method will be by BACS.

Buyer's invoice address

QUA NHS Black country Integrated Care Board

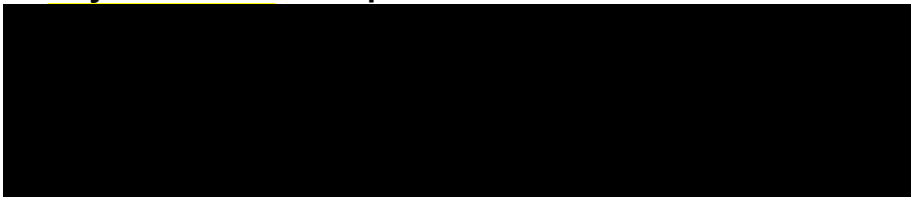
QUA Payables M875
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WEST YORKSHIRE
WF3 1WE

Invoices: sbs.apinvoicing@nhs.net

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyers authorised representative



<https://blackcountry.icb.nhs.uk/>

BUYER'S SECURITY POLICY

<https://blackcountry.icb.nhs.uk/>

Supplier's authorised representative



Supplier's contract manager



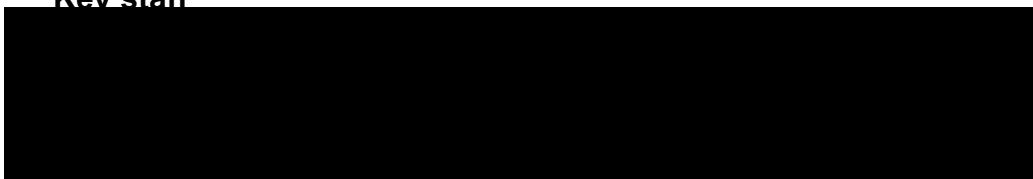
Progress report frequency

Weekly reporting

Progress meeting frequency

Weekly meeting

Key staff





Key subcontractor(s)

Not applicable

Commercially sensitive information

Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Deloitte Environmental and Energy Policy (2022) available online at:

<https://resources.deloitte.com/sites/UK/documentpolicy/environment-and-energy-policy.pdf>

Social value commitment

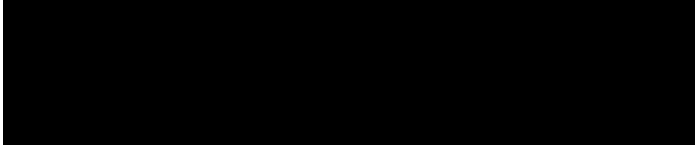
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

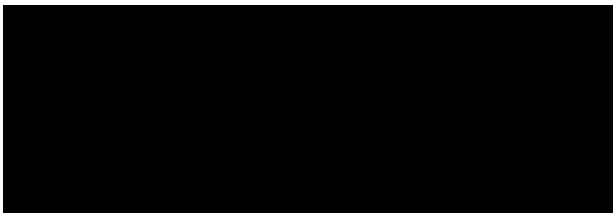
For and on behalf of the Supplier:



Role: Partner

Date: 22 March 2023

For and on behalf of the Buyer:



Role: Chief People Officer

Date: 30/03/2023