

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

## Order Form

**CALL-OFF REFERENCE:** IFATE75

**THE BUYER:** The Institute for Apprenticeships and Technical Education

**BUYER ADDRESS** Sanctuary Buildings, Great Smith Street, London, Greater London, SW1P 3BT

**THE SUPPLIER:** Ankura Consulting Limited

**SUPPLIER ADDRESS:** 2nd Floor, 55 Bishopsgate, London EC2N 3AS

**REGISTRATION NUMBER:** 05402379

**DUNS NUMBER:** 345950302

**SID4GOV ID:** NA

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **23rd September 2022**.

It's issued under the Framework Contract with the reference number RM6188 for the provision of **External Board Evaluation**.

### CALL-OFF LOT(S):

**RM6188 Audit and Assurance Services, Lot 4: Other independent assurance**

### 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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**

3. The following Schedules in equal order of precedence:

- Joint Schedules for **RM6188**
  - 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 **IFATE75**
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**

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 following Special Terms are incorporated into this Call-Off Contract: Special Terms 1,2 and 3.

*Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

*Special term 2 - Clause 10.5 of the Core Terms is amended as follows:*

- *The existing paragraph under clause 10.5 is numbered 10.5.1;*
- *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

*The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the*

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*Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.*

*Special term 3 - The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:*

*a conflict between:*

*(a) the financial interests,*

*(b) personal duties, or*

*(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,*

*of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;*

CALL-OFF START DATE: **24<sup>th</sup> October 2022**

CALL-OFF EXPIRY DATE: **W/c 20th Feb 2023**

CALL-OFF INITIAL PERIOD: **N/A**

### **CALL-OFF DELIVERABLES**

**Name of Deliverable:** Board Evaluation Review

**Quantity:** 1

**Delivery Date:** 24<sup>th</sup> October 2022

See details in Call-Off Schedule 20 (Call-Off Specification)

### **SECURITY**

**Short form security requirements apply** as per Call Off Schedule 9 (Security)

### **MAXIMUM LIABILITY**

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

The annual total liability of either Party for all Property defaults will not exceed £1 million.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

one hundred and twenty five percent (125%).

**CALL-OFF CHARGES**

£16,825 + VAT (£20,190)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The payment method for this Call-Off Contract is BACS transfer

**BUYER'S INVOICE ADDRESS:**

[REDACTED]

[REDACTED]

[REDACTED]

**Address:**

Sanctuary Buildings,

Great Smith Street,

London

Greater London

SW1P 3BT

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

[REDACTED]

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Available online at: [Our sustainability commitment / Institute for Apprenticeships and Technical Education](#)

**BUYER'S SECURITY POLICY**

As per Call-Off Schedule 9 (Security)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

[REDACTED]

[REDACTED]

**2<sup>nd</sup> Floor, 55 Bishopsgate, London EC2N 3AS**

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

[REDACTED]  
[REDACTED]  
**2<sup>nd</sup> Floor, 55 Bishopsgate, London EC2N 3AS**

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Weekly

**KEY STAFF**

[REDACTED]  
[REDACTED]  
[REDACTED]  
**2<sup>nd</sup> Floor, 55 Bishopsgate, London EC2N 3AS**

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

NA

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

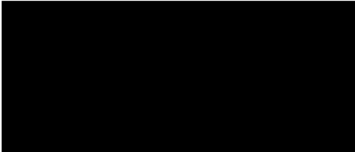





**GUARANTEE**

Not applicable

**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)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	12 October 2022	Date:	13 October 2022