

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

### Order Form

CALL-OFF REFERENCE:	17.2.1334
THE BUYER:	The Planning Inspectorate
BUYER ADDRESS	Temple Quay House. Temple Quay, Bristol, BS1 6PN
THE SUPPLIER:	Newton Consulting Ltd
SUPPLIER ADDRESS:	2 Kingston Business Park, Kingston Bagpuize, Abingdon, OX13 5FE
REGISTRATION NUMBER:	04279175
DUNS NUMBER:	22-261-1290
SID4GOV ID:	N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 22<sup>nd</sup> January 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy to the Planning Inspectorate.

### CALL-OFF LOT(S):

LOT3 – Complex & Transformation

### 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)

- 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**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender).

It is acknowledged that the Call-Off Tender documents contain general statements and that particular circumstances arising during the programme which are currently unknown to the Parties may result in changes to the precise methods or approach intended to be used as set out in Call-Off Schedule 4.

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:

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

(i) specified in this Call-Off Contract or

(ii) which the Buyer has approved prior to the Supplier incurring that expense or that disbursement in line with expenses detailed within Call-Off Schedule 5 (Pricing). The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

### **Special Term 2 – IR35 Status**

The Inspectorate has determined that this contract shall be delivered as a contracted-out service to the Inspectorate (also known as an outsourced service). The

supplier will therefore be responsible for determining the IR35 status for workers provided and (if applicable) issuing them with a status determination statement.

For the avoidance of doubt:

- The Supplier decides the capability needed to meet the Buyer's demand. They will provide that capability as a service.
- The Supplier will determine the work to be completed to deliver outcomes and will manage/control the workers.
- The number of workers needed to deliver the outcome/s and the risks are determined and borne by the supplier. The Buyer will not request individual roles/people or be sent workers.
- The Supplier will be fully responsible for managing resources provided to ensure that outcomes are delivered. They control the work completed by workers and the subsequent quality provided.
- People provided may work in a project team led by the Buyer, but the Supplier will remain as the responsible lead for them.
- The Buyer will not review CVs or undertake interviews etc. If the Buyer is not happy with any work being delivered, the Buyer will inform the Supplier who will decide what action should be taken i.e. with the worker.
- Workers will personally provide their service to the Supplier, not the Buyer. They will not be treated like a Buyer employee or contractor.
- Access to the Inspectorate's IT systems may be provided to complete outcomes if essential but this will be on a case-by-case basis.

#### Special Term 3 – Unused Schedules

The parties agree at the time of signing that the following schedules are not required as part of this Call-Off Contract and that the Buyer reserves the right to request the inclusion of any or all of them during the term of the Call-Off Contract by way of variation when duly signed by authorised personnel of both parties:

- Joint Schedule 6 – Key Subcontractors;
- Joint Schedule 7 – Financial Difficulties;
- Joint Schedule 8 – Guarantee;
- Call-off Schedule 13 – Implementation Plan and Testing.

#### Special Term 4 –Data Protection Schedule

The parties agree that individual Joint Schedule 11 (Processing Data) may be required for an individual Statement of Work should the scope of services to be provided require it.

#### Special Term 5 – Information Security Schedule & Information Sharing Management Plan

The parties agree that the Buyer reserves the right to request the inclusion of the Part B (Long Form) of Call-Off Schedule 9 (Security) or any other additional security terms should the scope of services to be provided require it. Any such inclusion will be subject to the agreement of a separate Statement of Work covering such arrangements.

The parties agree to develop and agree an Information Sharing Management Plan by 31st March 2025 which will be incorporated into Appendix 1 of Call-Off Schedule 9 Security.

#### Special Term 6 – Business Continuity and Disaster Recovery

The Parties agree the Business Continuity and Disaster Recovery plan to be provided under Call off Schedule 8 (Business Continuity and Disaster Recovery) does not need be bespoke, unless otherwise required for a specific statement of work.

#### Special Term 7 – Statements of Work

Each Statement of Work shall be agreed in the following manner:

1. If the Buyer requests the Supplier's services, it shall provide the Supplier with as much information as the Buyer reasonably requests in order for the Supplier to prepare a draft Statement of Work for the services requested;
2. following receipt of the information requested from the Buyer, the Supplier shall, as soon as reasonably practicable, either:
  - a inform the Buyer that it declines to provide the requested services; or
  - b provide the Buyer with a draft Statement of Work which shall substantially follow the form of Statement of Work as appended to this Call-Off Contract.
3. if the Supplier provides the Buyer with a draft Statement of Work, the Supplier and the Buyer shall discuss and seek to agree that draft Statement of Work; and
4. authorised representatives of the parties shall sign the draft Statement of Work when it is agreed.
5. No work is to be carried out without a signed Statement of Work with an associated purchase order number being in place.

Once a Statement of Work has been agreed and signed in accordance with this Special Term 7, no amendment shall be made to it except in accordance with Joint Schedule 2 (Variation Form).

Each Statement of Work shall be part of this Call-Off Contract and shall not form a separate contract to it.

**Call-off start date:** 22<sup>nd</sup> January 2025

**Call-off expiry date:** 21st January 2027

**Call-off initial period:** 24 months

**Optional Call-off Extension:** Up to 12 months

**Maximum contract duration:** Up to 36 months

**Call-off deliverables:**

All work contracted under this Call-Off Contract will be contracted by individual Statement of Works with defined deliverables and charges.

**Security & Data Requirements**

Short form security requirements apply

Information Security Impact assessment will be carried out with the Supplier and the contract will contain Call Off Schedule 9 Security.

All resource/staff provided under the contract must be based in the UK and hold the specified Government security clearance.

The supplier must ensure that any supplier staff working on the contract, be it remotely or on site in Bristol, through the contract are first cleared, as a minimum, to Baseline Personnel Security Standard; in some specific roles Security Check (SC) will be required as agreed separately between the parties in a Statement of Work in line with National security vetting: clearance levels - GOV.UK ([www.gov.uk](http://www.gov.uk)), and are aware of and understand their responsibilities, in particularly those relating to the appropriate use of personal data. The Buyer reserves the right to request Baseline Security Enhanced or Security Clearance and will determine security clearance level on a case-by-case basis.

The Inspectorate's data must not leave the UK.

The supplier will submit evidence of their most recent Pen Testing in relation to assurances of supplier system security.

To maintain the security of our data, it may be requested all work will be carried out within our domain and access will be granted in a secure manner for example a Microsoft Cloud Personal Computer (CPC) solution. The CPC specification will need to be established, along with any applications or tooling which will be required to be installed on the device.

No devices other than those explicitly sanctioned by the contracting authority, are permitted to connect to the Inspectorates systems.

Where required data will be shared via a secure SharePoint site issued by the Buyer to the Supplier

All data will be processed in accordance with Joint Schedule 11.

### **Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

[REDACTED]

### **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details) and the applicable Statement of Work

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

### **Reimbursable expenses**

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

### **Payment method**

Electronic transfer - BACS

### **Buyer's invoice address**

Invoices must be sent electronically to [REDACTED]

### **FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives apply to this Call-Off Contract.

### **Buyer's authorised representative**

[REDACTED]

[REDACTED]

[REDACTED]



### **Buyer's security policy**

Provided with this Order Form under Security & Data Requirements and Call-off Schedule 9 - Security

### **Supplier's authorised representative**



### **Supplier's contract manager**



### **Progress report frequency**

A minimum of first Working Day of each month for each individual Statement of Work subject to a valid Statement of Work being in force,

The Buyer reserves the right to request more regular progress reports depending upon the deliverables required as detailed and agreed in a Statement of Work.

### **Progress meeting frequency**

The following meetings, including but not limited to, will take place whilst an agreed Statement of Work is in place:

<u>Meeting</u>	<u>Frequency</u>
Account Management	Weekly
Balance Scorecard / KPI Scoring & Review	Monthly
End of SoW review	Within 7 days of end of SOW
Strategic Supplier Relationship (SRO)	Quarterly
Annual Contract Review	Annual

### **Key staff**



[REDACTED]

**Key subcontractor(s)**

None

**Commercially sensitive information**

[REDACTED]

**Service credits**

As defined within each individual Statement of Work, where required. The Buyer reserves the right to incorporate a retention of payment on Statement of Works.

**Additional insurances**

Not applicable

**Guarantee**

Guarantee is not required at the signing of the agreement. If required, see Special term 3 of this Call Off Contract.

**Buyer's environmental policy**

The Buyer's environmental policy, entitled The Planning Inspectorate Environmental Policy can be located on [www.gov.uk](http://www.gov.uk) - [The Planning Inspectorate Environmental Policy - GOV.UK](#)

**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:**

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]