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

# Order Form

CALL-OFF REFERENCE: ITT\_3291

THE BUYER: **Department for Education**

BUYER ADDRESS **Department for Education**, **Sanctuary Buildings**, **Great Smith Street**
**SW1P 3BT**

THE SUPPLIER: Kroll Advisory

SUPPLIER ADDRESS:Level 6, The News Building, 3 London Bridge

St, London SE1 9SG

REGISTRATION NUMBER: **<REDACTED>**

DUNS NUMBER: <REDACTED>

SID4GOV ID: **<REDACTED>**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th April 2025.

It’s issued under the Framework Contract with the reference number RM6269 for the provision of Restructuring and Insolvency Services.

### 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) RM6269
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6269
	+ 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)
	+ Joint Schedule 10 (Rectification Plan) - Mandatory
	+ Joint Schedule 11 (Processing Data) - Mandatory
* Call-Off Schedules for RM6269
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 20 (Call-Off Specification)
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility)

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 Schedule 1 Call-Off Contract Award Procedure

Special Schedule 2 Data, Systems Handling and Security

Special Schedule 3 Engagement Letter

Special Schedule 4 Key Performance Indicators

Special Schedule 5 Conflict of Interests

Special Schedule 6 Suspension

Special Schedule 7 Reliance and Disclosure

CALL-OFF START DATE: 14th April 2025

CALL-OFF EXPIRY DATE: 30th April 2028

CALL-OFF INITIAL PERIOD: 3 years

**CALL-OFF OPTIONAL EXTENSION PERIOD 1st May 2028 – 30th April 2029**

###

### CALL-OFF DELIVERABLES

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

### SECURITY

Short form security requirements apply

The Contractor shall be aware of and comply with the relevant [HMG security policy framework](https://www.gov.uk/government/publications/security-policy-framework). See Special Schedule 2 for DfE Security Standards.

### 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 is **limited in each calendar year in aggregate to one million pounds (£1,000,000.00) or the aggregate value of the Contract Price payable under all Call-Off Contracts entered into by the Contractor in that year (whichever is greater).**

### CALL-OFF CHARGES

<REDACTED>

### REIMBURSABLE EXPENSES

None

### PAYMENT METHOD

The Supplier must facilitate payment by the Customer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier must facilitate a change of payment method during the term of the Call-Off Contract.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

### BUYER’S INVOICE ADDRESS:

<REDACTED>

### BUYER’S AUTHORISED REPRESENTATIVE

<REDACTED>

### BUYER’S ENVIRONMENTAL POLICY

“Environmental Information Regulations” or “EIR” is the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

### BUYER’S SECURITY POLICY

HMG Security Policy Framework is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. Available online at: <https://www.gov.uk/government/publications/security-policy-framework>

### SUPPLIER’S AUTHORISED REPRESENTATIVE

<REDACTED>

### SUPPLIER’S CONTRACT MANAGER

<REDACTED>

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

### KEY STAFF

<REDACTED>

### KEY SUBCONTRACTOR(S)

**<REDACTED>**

### COMMERCIALLY SENSITIVE INFORMATION

The following information is deemed Commercially Sensitive Information:

1. the Contract Price;
2. details of the Contractor’s Intellectual Property Rights;
3. which is provided by the Contractor to DfE in confidence for the period set out in the Engagement Letter; or
4. any information that would be regarded as commercially sensitive by a reasonable business person relating to:
5. the business, affairs, plans of the Contractor; and
6. the operations, processes, product information, know-how, designs, trade secrets or software of the Contractor.

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### GUARANTEE

Not applicable

### SOCIAL VALUE COMMITMENT

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)

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | <REDACTED> | Signature: | <REDACTED> |
| Name: | <REDACTED> | Name: | <REDACTED> |
| Role: | <REDACTED> | Role: | <REDACTED> |
| Date: | 11/04/2025 | Date: | 14/04/2025 |