Order Form

CALL-OFF REFERENCE: CDP44122175

THE BUYER: Ministry of Housing, Communities & Local

Government

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: KROLL ASSOCIATES U.K. LIMITED

SUPPLIER ADDRESS: The Shard, 32 London Bridge Street, London, SE1

9SG

REGISTRATION NUMBER: 02020412

DUNS NUMBRER: 297572695

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th October 2021.

It's issued under the Framework Contract with the reference number RM6188 for the provision of Intelligence and Intervention Services.

CALL-OFF LOT(S):

Lot 3: Counter fraud & investigation

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 including 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)
 - o Joint Schedule 4 (Commercially Sensitive Information)

Framework Ref: RM6188 Project Version: v1.0

Model Version: v1.0

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CDP44122175 Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 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 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 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,

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(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: 1st November 2021

CALL-OFF EXPIRY DATE: 15th November 2021

CALL-OFF INITIAL PERIOD: Two weeks (MHCLG reserve the right to

extend the duration at its sole discretion)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

Rates applied will not exceed those as set out in the CCS Framework RM6188 Audit and Assurance Services.

REIMBURSABLE EXPENSES

Only as agreed with MHCLG prior to incurrence.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

CP2P Team, MHCLG 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN

clginvoices@communities.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

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

BUYER'S AUTHORISED REPRESENTATIVE

Senior Commercial Adviser

Ministry of Housing, Communities & Local Government 2nd floor, 2 Marsham Street, Westminster, London SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

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N/A

BUYER'S SECURITY POLICY

https://www.gov.uk/government/publications/security-policy-framework

SUPPLIER'S AUTHORISED REPRESENTATIVE The Shard, 32 London Bridge Street, London, SE1 9SG UK

SUPPLIER'S CONTRACT MANAGER
The Shard, 32 London Bridge Street, London, SE1 9SG UK

PROGRESS REPORT FREQUENCY As per the Supplier's proposal

PROGRESS MEETING FREQUENCY As per the Supplier's proposal

KEY STAFF

KEY SUBCONTRACTOR(S) N/A

COMMERCIALLY SENSITIVE INFORMATION

SERVICE CREDITS N/A

ADDITIONAL INSURANCES N/A

GUARANTEE N/A

SOCIAL VALUE COMMITMENT N/A

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	26/10/2021	Date:	27/10/2021

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Joint Schedule 1(Definitions and Interpretation) RM6188



Joint-Schedule-1-Def initions-v3.8-v2.odt

Joint Schedule 2 (Variation Form)



Joint-Schedule-2-Var iation-Form-v.3.1.odt

Joint Schedule 3 (Insurance Requirements)



Joint-Schedule-3-Ins urance-Requirements

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 10 (Rectification Plan)



Joint-Schedule-10-Re ctification-Plan-v.3.0.c

Joint Schedule 11 (Processing Data)



Joint-Schedule-11-Pr ocessing-Data-v4.5-v

Call-Off Schedule 1 (Transparency Reports)



Call-Off-Schedule-1-Transparency-Reports

Call-Off Schedule 3 (Continuous Improvement)

Framework Ref: RM6188 Project Version: v1.0

Model Version: v3.7 v2

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Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms (version 3.0.10)



Joint Schedule 5 (Corporate Social Responsibility) RM6188



Joint-Schedule-5-Cor porate-Social-Respon