

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

Order Form

CALL-OFF REFERENCE:	Annual Model Audit and Assumptions AUP Report for Income Contingent Repayment Student Loan Monetisation
THE BUYER:	Department for Education
BUYER ADDRESS	Sanctuary Buildings, Great Smith Street, London, England, United Kingdom
THE SUPPLIER:	BDO LLP
SUPPLIER ADDRESS:	55 Baker Street, London, W1U 7EU
REGISTRATION NUMBER:	OC305127
DUNS NUMBER:	[Insert] if known]
SID4GOV ID:	[Insert] if known]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is issued under the Framework Contract with the reference number RM6188.

CALL-OFF LOT(S):

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 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 for **RM6188**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - 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 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
6. Call-Off Schedule 4 (Call-Off Tender)

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,
- (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;

Special Term 4 – Milestone Payments

The Department will operate a policy of milestone payments for this contract to ensure value for money. Milestone completion will be dependent on the Department acceptance of milestones completed, based on the discretion of the Department's Contract Manager. The milestones are outlined within the Key Milestones plan of Call-Off Schedule 20 (Call-Off Specification).

Special Term 5 – Additional Termination Rights (Break Clauses)

Break Clause 1: The Authority reserves the right to terminate this Call-Off Contract at the end of the implementation period, subject to the satisfactory completion of Milestone Phase 1, as outlined in Call-Off Schedule 20 (Call-Off Specification). If the Authority determines, at its sole discretion, that Milestone Phase 1 has not been satisfactorily completed as set out in Call-Off Schedule 14 (Service Levels), the Authority may exercise this Break Clause, and the contract will terminate on 31st January 2026.

Break Clause 2: The Authority reserves the right to terminate this Call-Off Contract following the completion of the fourth reporting cycle, based on the Supplier's performance. If the Authority determines that the Supplier's performance has not met the agreed contractual requirements, as set out in Call-Off Schedule 14: Service Levels, the Authority may exercise this Break Clause, and the contract will terminate on 30th September 2028.

CALL-OFF START DATE:	23rd May 2025
CALL-OFF EXPIRY DATE:	22nd September 2031
CALL-OFF INITIAL PERIOD:	6 Years, 4 Months
BREAK CLAUSE 1:	31st January 2026
BREAK CLAUSE 2:	30th September 2028

CALL-OFF DELIVERABLES

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

SECURITY

Long form security requirements apply **and** the Departments Security Policy, included within Call-Off Schedule 9 (Security) as Annex 3.

MAXIMUM LIABILITY

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

The Estimated Average Charges used to calculate liability in the first Contract Year is [REDACTED]

CALL-OFF CHARGES

In line with special term 4, see details in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices will be approved for payment by the buyer's contract manager, approval will be subject to the pricings outlined with Schedule 5 (Pricing Details). All invoices must be sent, quoting a valid purchase order number (PO Number), to the following financial inbox as well as to the relevant Buyer contact/s (i.e. Contract Manager and Project Manager):

accountspayable.OCR@education.gov.uk

Within 30 days of this order Contract, the Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

To request a statement, please email accountspayable.BC@education.gov.uk

BUYER'S INVOICE ADDRESS:

accountspayable.OCR@education.gov.uk

Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S CONTRACT MANAGER:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

No additional requirements.

BUYER'S SECURITY POLICY

As per Call-Off Schedule 9 (Security), Annex A.

SUPPLIER'S AUTHORISED REPRESENTATIVE

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

Once per calendar month, preferably on a mutually agreed working day of each calendar month. The specific day will be determined with the supplier at the start of the contract (unless otherwise agreed between the buyer and supplier), as per Call-Off Schedule 15.

PROGRESS MEETING FREQUENCY

Once per calendar month, preferably on a mutually agreed working day of each calendar month. The specific day will be determined with the supplier at the start of the contract (unless otherwise agreed between the buyer and supplier), as per Call-Off Schedule 15.

KEY STAFF

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information and Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

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) and in accordance with Call-Off Schedule 14.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

SCHEDULE ONE - THE SERVICES

1. Services

Services

The Supplier (“We”) will carry out this engagement under the provisions of International Standard of Related Services (ISRS) 4400 (Revised) ‘Agreed upon Procedures Engagements’. This agreed-upon procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion. The standard requires that we:

- comply with the requirements of the applicable ethical requirements. For the purpose of this engagement, we comply with the ICAEW Code of Ethics.
- apply quality management procedures that are applicable to the individual engagement in accordance with the requirements of International Standard on Quality Management for Firms that Perform Audits and Reviews of Historical Financial Statements, and Other Assurance and Related Services Engagements (ISQM (UK) 1).

Client Responsibilities

The Buyer (“You”) are responsible for providing us with the information required for our examination and for the accuracy and completeness of that information. You are also responsible for determining the agreed-upon procedures which will be agreed with you in writing prior to any field-work commencing.

You agree to provide us with all documents and information that we may need to complete the engagement and, unless stated otherwise, you confirm that the documents and information provided are complete and accurate. We will not be responsible for any losses arising due to their inaccuracy or incompleteness nor as a result of undue delay in providing the documents or information. Your responsibility includes ensuring we have access to appropriate personnel, documents and information related to any additional parties that are deemed to be in scope for the agreed-upon procedures.

We will not be liable for losses arising as a result of false or misleading information being provided to us or from information being withheld from us.

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2. Deliverables

The output of our engagement will be an Agreed-upon Procedures report in relation to the Annual Model Audit and Assumptions AUP Report for Income Contingent Repayment Student Loan Monetisation. Refer to Appendix I for our agreed reporting template. This template will be populated with the Agreed-upon Procedures once they have been confirmed and agreed in writing.

Appendix 1: Example Agreed-Upon Procedures Report

Private and Confidential

Department for Education
Sanctuary Buildings, Great Smith Street
London
England
United Kingdom

Reporting on agreed-upon procedures in respect of the model and supporting assumptions relevant to the Income Contingent Repayment Student Loan Monetisation.

Purpose of this Agreed-Upon Procedures Report

This report has been produced in accordance with the terms of our order form dated 19th May 2025 (the “Framework Schedule 6 (Order Form Template and Call-Off Schedules)”) for the purpose of allowing the Department for Education (“DfE” or “Department”) to provide current and potential investors in Sale 1 and Sale 2 of ICR student loans with evidence that the forecast model used to show how repayments collected each year are shared between investors and the fees required to service the loans has been subject to an independent audit by an external organisation.

This report may not be suitable for any purpose other than this. This report is addressed to and restricted to the use and benefit of the Secretary of State, with the Department for Education as the master servicer who have agreed to the procedures performed.

Responsibilities of the Department for Education

The Department for Education as the master servicer have acknowledged that the agreed-upon procedures are appropriate for the purpose of the engagement. They are also responsible for the subject matter information on which the agreed-upon procedures are performed.

Our Responsibilities

Framework Ref: RM6188
Model Version: v3.7

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We have conducted the agreed-upon procedures in accordance with the International Standard on Related Services (ISRS) 4400 (Revised), *Agreed-Up on Procedures Engagements*. An agreed-upon procedures engagement involves us performing the procedures that have been agreed with the Directors, and reporting the findings, which are the factual results of the agreed-upon procedures performed. We make no representation regarding the appropriateness of the agreed-upon procedures.

We have not subjected the information contained in this report to checking or verification procedures except to the extent expressly stated above. This agreed upon procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion. Had we performed additional procedures, an audit or a review, other matters might have come to light that would have been reported.

Professional Ethics and Quality Management

We have complied with the ethical requirements in the Institute of Chartered Accountants in England and Wales (ICAEW) Code of Ethics, and we have complied with the applicable independence requirements of the ICAEW Code of Ethics.

Our firm applies International Standard on Quality Management (ISQM) (UK) 1, *Quality management for firms that perform audits or reviews of financial statements, or other assurance or related services engagements*, and accordingly, maintains a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Procedures and Findings

We have performed the following procedures, which were agreed upon with the Department for Education as the master servicer on [Date].

Agreed-Upon Procedure Performed	Test Result

Use of Our Report

Our report is prepared solely for the confidential use and benefit of the Secretary of State, with the Department for Education as the master servicer. Our report must not be used for any purpose other than for which it was prepared or be reproduced or referred to in any other document or made available to any third party without the written permission of BDO LLP [except a copy of our report may be provided, for information purposes only, to ██████████ to whom we have no liability and owe no duty of care.]

BDO LLP
55 Baker Street, London

[Date]

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