

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

Order Form

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|----------------------|--|
| CALL-OFF REFERENCE: | Con_24522 |
| THE BUYER: | Ministry of Justice on behalf of the Secretary of State for Justice |
| BUYER ADDRESS | Ministry of Justice, 102 Petty France London SW1H 9AJ |
| THE SUPPLIER: | KPMG LLP |
| SUPPLIER ADDRESS: | 15 Canada Square, London, E14 5GL |
| REGISTRATION NUMBER: | OC301540 |
| DUNS NUMBER: | 42-391-6167 |
| SID4GOV ID: | N/A |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15th November 2024.

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

CALL-OFF LOT(S):

Lot 4

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**
 - o Joint Schedule 1 (Definitions)
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6188**
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 9 (Security)
 - o 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) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Clause 10.5 of the Core Terms is amended as follows:

- a) The existing paragraph under clause 10.5 is numbered 10.5.1;
- b) 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 and mitigate the impact of any such alternative solution.

Special Term 2:

Notwithstanding any other provision of this Contract, unless required by Applicable Law: the Buyer shall not without the Supplier's prior written consent alter any Supplier branded Deliverable; and if the Buyer intends to disclose any Supplier branded Deliverable to any third party (other than applicable regulators or central government departments), the Buyer shall consult with the Supplier in advance.

CALL-OFF START DATE: 15th November 2024

CALL-OFF EXPIRY DATE: 6th December 2024

CALL-OFF INITIAL PERIOD: 3 Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD - None

CALL-OFF DELIVERABLES

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

SECURITY

Short form security requirements apply

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 £116,406

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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 the Framework Contract

PAYMENT METHOD

A central purchase order number will be provided by the Authority. All invoices must

be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

BUYER'S INVOICE ADDRESS:

SSCL
Ministry of Justice
APinvoices-MOJ-U@gov.sscl.com
Ministry of Justice

BUYER'S ENVIRONMENTAL POLICY

Environmental policy available online at:

[Climate change and environmental sustainability: MOJ - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/climate-change-and-environmental-sustainability)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Weekly

PROGRESS MEETING FREQUENCY

Weekly

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4 (Commercially Sensitive Information)

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)

| 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: | [REDACTED] | Date: | [REDACTED] |

JOINT SCHEDULES

| | |
|---|---|
| Joint Schedule 1 (Definitions) |  RM6188-Joint-Schedule-1-Definitions-.odt |
| Joint Schedule 2 (Variation Form) |  RM6188-Joint-Schedule-2-Variation-Form |
| Joint Schedule 3 (Insurance Requirements) |  RM6188-Joint-Schedule-3-Insurance-Req |
| Joint Schedule 4 (Commercially Sensitive Information) | [REDACTED] |
| Joint Schedule 5 (Corporate Social Responsibility) |  RM6188-Joint-Schedule-5-Corporate-Soci |
| Joint Schedule 10 (Rectification Plan) |  RM6188-Joint-Schedule-10-Rectification-P |
| Joint Schedule 11 (Processing Data) |  RM6188-Joint-Schedule-11-Processing-D |

CALL-OFF SCHEDULES

| | |
|---|---|
| Call-Off Schedule 4 (Call-Off Tender) | [REDACTED] |
| Call-Off Schedule 5 (Pricing Details) | [REDACTED] |
| Call-Off Schedule 7 (Key Supplier Staff) |  RM6188-Call-Off-Schedule-7-Key-Supplier |
| Call-Off Schedule 9 (Security) |  RM6188-Call-Off-Schedule-9-Security.odt |
| Call-Off Schedule 20 (Call-Off Specification) |  RM6188-Call-Off-Schedule-20-Specificatio |