

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

Order Form

CALL-OFF REFERENCE:	con_21988
THE BUYER:	Department for Education
BUYER ADDRESS	Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT
THE SUPPLIER:	Mutual Ventures Limited
SUPPLIER ADDRESS:	[REDACTED]
REGISTRATION NUMBER:	[REDACTED]
DUNS NUMBER:	[REDACTED]
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 03 August 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of a delivery partner for the Fostering Recruitment and Retention Programme.

CALL-OFF LOT: 7

Call-off incorporated terms

i) **The following documents are incorporated into this Call-Off Contract.**

Where schedules are missing, those schedules are not part of the agreement and cannot 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:

ii) 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 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

iii) Call-Off Schedules

- 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 (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
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.

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.

iv) Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - Schedule 16 Buyer Specific Security Requirements

Special Term 2 - Schedule 31 Buyer Specific Terms

Call-off start date: 7th August 2023

Call-off expiry date: 31st March 2025

Call-off initial period: 1 Year 8 Months

v) Call-off deliverables:

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

vi) 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 £647,675.

vii) Call-off charges

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

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

viii) Reimbursable expenses

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

ix) Payment method

Supplier to submit invoices monthly in arrears to the address below.

Buyer to pay invoices within 30 days.

x) Buyer's invoice address

Invoices shall be submitted electronically by email to [REDACTED]

xi) Financial transparency objectives

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

xii) Buyer's authorised representative

[REDACTED]

Deputy Director Looked After Children Division
Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

[REDACTED]

xiii) Buyer's security policy

See details in Special Term 1 - Schedule 16 Buyer Specific Security Requirements

xiv) Supplier's authorised representative

[REDACTED]

Assistant Director

Mutual Ventures, [REDACTED]

[REDACTED]

xv) Supplier's contract manager

[REDACTED]

Programme Manager

Mutual Ventures, [REDACTED]

[REDACTED]

xvi) Progress report frequency

The Supplier will be required to provide regular reporting to DfE via

- i. Weekly informal progress meeting with DfE programme management team
- ii. monthly progress reports including:
 - Hours of support time delivered in each regional cluster area
 - Progress of design/delivery in each regional cluster area
 - Risks/issues and mitigations
- iii. quarterly performance delivery reports against KPIs

xvii) Progress meeting frequency

As set out in Call-Off Schedule 15 (Call-Off Contract Management).

xviii) Key staff

Name	Role	Contact Details
[REDACTED]	Engagement Director	[REDACTED]
[REDACTED]	Programme Manager	[REDACTED]
	Programme Officer	
	Senior Coach	
	Learning Programme Lead	
[REDACTED]	Senior Coach	[REDACTED]

xix) Key subcontractor(s)

DXW

Registration Number: [REDACTED]

[REDACTED]

[REDACTED]

The Fostering Network

Registration Number: [REDACTED]

[REDACTED]

[REDACTED]

Achieving for Children

Registration Number: [REDACTED]

[REDACTED]



xx) Commercially sensitive information

As set out in Joint Schedule 4 (Commercially Sensitive Information).

xxi) Service credits

Not applicable

xxii) Additional insurances

Not applicable

xxiii) Guarantee

Not applicable

xxiv) Buyer's environmental and social value policy

Available online at [Our energy use - Department for Education - GOV.UK](https://www.gov.uk/government/departments/department-for-education)
(www.gov.uk)

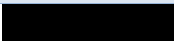


xxv) Social value commitment

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).

xxvi) 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.

Signed by person authorised to sign on behalf of the Secretary of State for Education:	
Signature:	
Name:	
Role:	
Date:	8 th August 2023

Signed by a person authorised to sign on behalf of Mutual Ventures Limited:

Signature:

[REDACTED]

Name:

[REDACTED]

Role:

[REDACTED]

Date:

7th August 2023