#

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

## Order Form

CALL-OFF REFERENCE: **Redacted**

THE BUYER: **MOD – Defence Infrastructure Organisation**

BUYER ADDRESS **Redacted**

THE SUPPLIER: **Ernst & Young LLP**

SUPPLIER ADDRESS: **Redacted**

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 20/05/2024.

### It’s issued under the Framework Contract with the reference number RM6187 for the provision of services set out in the Scope in Call-Off Schedule 20 (Call-Off Specification)

### CALL-OFF LOT(S):

Lot 2

### Call-off incorporated terms

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

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

### Joint Schedules for RM6187 Management Consultancy Framework Three

* + 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) - Optional
	+ Joint Schedule 7 (Financial Difficulties)- Optional
	+ Joint Schedule 8 (Guarantee) - Optional
	+ Joint Schedule 9 (Minimum Standards of Reliability) - Optional
	+ Joint Schedule 10 (Rectification Plan) - Mandatory
	+ Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports) - Optional
	+ Call-Off Schedule 3 (Continuous Improvement) - Optional
	+ Call-Off Schedule 5 (Pricing Details) - Optional
	+ Call-Off Schedule 6 (ICT Services) - Optional
	+ Call-Off Schedule 7 (Key Supplier Staff) - Optional
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
	+ Call-Off Schedule 9 (Security) - Optional
	+ Call-Off Schedule 10 (Exit Management) - Optional
	+ Call-Off Schedule 12 (Clustering) - Optional
	+ Call-Off Schedule 13 (Implementation Plan and Testing) - Optional
	+ Call-Off Schedule 14 (Service Levels) - Optional
	+ Call-Off Schedule 15 (Call-Off Contract Management) - Optional
	+ Call-Off Schedule 16 (Benchmarking) - Optional
	+ Call-Off Schedule 17 (MOD Terms) - Optional
	+ Call-Off Schedule 18 (Background Checks) - Optional
	+ Call-Off Schedule 19 (Scottish Law) - Optional
	+ Call-Off Schedule 20 (Call-Off Specification) - Optional

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. 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.

### Call-off special terms

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

**[**None**]**

**Call-off start date: [**On completion of signatures**]**

**Call-off expiry date:**  **[**30 April 2025**]**

**Call-off initial period:**  **[**11 Months**]**

### Call-off deliverables:

Option A: EY will analyse potential routes to market for delivery of this work, along the spectrum of risk allocation from self-delivery to joint ventures to full outsourcing of the opportunity to private developers.

### 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 are:

Estimated Year 1 Charges of the Contract **Redacted**

### Call-off charges

[Option A: As per agreed fee rates]

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
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

###

### Reimbursable expenses

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

### Payment method

**[via CP&F/Exostar]**

### Buyer’s invoice address

**[via CP&F/Exostar]**

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer’s authorised representative**

**Redacted**

### Buyer’s security policy

### Supplier’s authorised representative

**Redacted**

### Supplier’s contract manager

**Redacted**

### Progress report frequency

As defined in Schedule 20 and/or where requested

### Progress meeting frequency

As defined in Schedule 20 and/or where requested

**Key staff**

**Redacted**

### Key subcontractor(s)

Not applicable

**Commercially sensitive information**

Not applicable

### Service credits

Not applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

See central Government website

### 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)- N/A as under threshold.

### 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.

**For and on behalf of the Supplier**:

Signature:  **Redacted**

Name: **Redacted**

Role: **Redacted**

Date: 11/06/24

**For and on behalf of the Buyer**:

Signature: **Redacted**

Name: **Redacted**

Role: **Redacted**

Date: 12/06/2024