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

Order Form

CALL-OFF REFERENCE: DNO/251 - DNE Reward Strategy

THE BUYER: Defence Nuclear Organisation, Ministry of Defence

BUYER ADDRESS MoD Main Building, Whitehall, London SW1A 2HB

THE SUPPLIER: Ernst & Young LLP

SUPPLIER ADDRESS: 1 More London Place; SE1 2AF

REGISTRATION NUMBER: OC300001

DUNS NUMBER: 221768935

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 08/06/2023.

It's issued under the Framework Contract with the reference number RM6187.

CALL-OFF LOT(S):

Lot 5 - HR

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)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)

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

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- 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 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 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.

Call-off special terms

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

See Call-Off Schedule 17 (MOD Terms).

Call-off start date: 16 Jun 23

Call-off expiry date: 31 Jan 24

Call-off initial period: N/A

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.

Call-off charges

[Redacted-Commercial]

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Payment to be made via CP&F on the completion and acceptance of each Milestone in accordance with Call-Off Schedule 20.

Buyer's invoice address

Defence Nuclear Organisation MoD Abbey Wood Spruce 1A Bristol BS34 8JH

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

Josh Phillips
DNO Commercial Officer
Joshua.Phillips170@mod.gov.uk
Defence Nuclear Organisation
MoD Abbey Wood Spruce 1A
Bristol
BS34 8JH

Buyer's security policy

DEFCON 660 - Official-Sensitive Security Requirements

Supplier's authorised representative

[Redacted-Personal]
1 More London Place, SE1 2AF

Supplier's contract manager

[Redacted-Personal]
1 More London Place, SE1 2AF

Progress report frequency

Not Applicable

Progress meeting frequency

Weekly progress reviews (held virtually via MS Teams) of the programme with the Programme Manager or delegated representative to review progress and sign off against milestones, and ad hoc reporting as required.

Key staff

Not applicable

Key subcontractor(s)

Not applicable

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Commercially sensitive information

Not applicable

Service credits

See Call-Off Schedule 14.

Additional insurances

Not Applicable.

Not applicable Guarantee

Not Applicable.

Buyer's environmental and social value policy

Greening Government Commitments - GOV.UK (www.gov.uk)

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).

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.

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