

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

Order Form

CALL-OFF REFERENCE: CDP44122203

THE BUYER: Department of Levelling Up, Housing and Communities

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: KROLL ASSOCIATES U.K. LIMITED

SUPPLIER ADDRESS: The Shard, 32 London Bridge Street, London, SE1 9SG

REGISTRATION NUMBER: 02020412

DUNS NUMBRER: 297572695

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd December 2021.

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

CALL-OFF LOT(S):
Lot 3: Counter fraud & investigation

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

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CDP44122203 Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**

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:

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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;

CALL-OFF START DATE: 22nd December 2021

CALL-OFF EXPIRY DATE: 25th February 2022

CALL-OFF INITIAL PERIOD: Eight weeks (DLUHC reserve the right to extend the duration at its sole discretion)

CALL-OFF DELIVERABLES

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

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

Charges - see details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Only as agreed with DLUHC prior to incurrence. Such disbursements will include public record databases and investigative research sources and will not exceed 7% of the Estimated Year 1 Charges.

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

CP2P Team, DLUHC 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN

clginvoices@communities.gov.uk

FINANCIAL TRANSPARENCY OBJECTIVES

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

BUYER'S AUTHORISED REPRESENTATIVE

Framework Ref: RM6188

Project Version: v1.0

Model Version: v3.7 v2

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Senior Commercial Adviser

Department of Levelling Up, Housing and Communities 2nd floor, 2 Marsham Street,
Westminster, London SW1P 4DF

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

The Shard, 32 London Bridge Street, London, SE1 9SG UK

SUPPLIER'S CONTRACT MANAGER

The Shard, 32 London Bridge Street, London, SE1 9SG UK

KEY STAFF

KEY SUBCONTRACTOR(S)

To be agreed if required in advance with the Buyer

COMMERCIALY SENSITIVE INFORMATION

SERVICE CREDITS

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

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 Joint Schedule 5

PROGRESS MONITORING

The Supplier and the Buyer shall meet no less frequently than on a weekly basis to review the progress of the work against plans and to discuss and agree actions. Where possible, the Supplier shall provide costed estimates for specific packages of work requested by the Buyer and shall provide details, on a weekly basis, of expenditure to date to enable the Buyer to track the status of the budget.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Managing Director	Role:	Senior Commercial Advisor
Date:	22 December 2021	Date:	22 nd December 2021

Joint Schedule 1(Definitions and Interpretation) **RM6188**



Joint-Schedule-1-Definitions-v3.8-v2.odt

Joint Schedule 2 (Variation Form)



Joint-Schedule-2-Variation-Form-v.3.1.odt

Joint Schedule 3 (Insurance Requirements)



Joint-Schedule-3-Insurance-Requirements

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 10 (Rectification Plan)



Joint-Schedule-10-Rectification-Plan-v.3.0.c

Joint Schedule 11 (Processing Data)



Joint Schedule 11.odt

Call-Off Schedule 1 (Transparency Reports)



Call-Off-Schedule-1-Transparency-Reports

Call-Off Schedule 3 (Continuous Improvement)



Call-Off-Schedule-3-
Continuous-Improver

Call-Off Schedule 4 (Call-Off Tender)



Call-Off-Schedule-4-
Call-Off-Tender-v3.1.c

Call-Off Schedule 5 (Pricing)

Call-Off Schedule 7 (Key Supplier Staff)



Call-Off-Schedule-7-
Key-Supplier-Staff-v3

Call-Off Schedule 20 (Call-Off Specification)

CCS Core Terms (version 3.0.10)



Core-Terms-v-3.0.10-
v3.odt

Joint Schedule 5 (Corporate Social Responsibility) **RM6188**



Joint-Schedule-5-Cor
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