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

Order Form

| CALL-OFF REFERENCE: | CCCC22A21 - Provision of ERS Grant Support, Lot 1 and Lot 2 |
|----------------------|--|
| THE BUYER: | Cabinet Office |
| BUYER ADDRESS | REDACTED TEXT under FOIA Section 40, Personal Information |
| THE SUPPLIER: | PricewaterhouseCoopers LLP |
| SUPPLIER ADDRESS: | REDACTED TEXT under FOIA Section 40, Personal Information |
| REGISTRATION NUMBER: | OC303525 |
| DUNS NUMBER: | 733367952 |

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 11th January 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of ERS Grant Support Services.

CALL-OFF LOT: Lot 4 - Finance

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 Not Used as the Supplier's proposal indicated subcontractors would not be used.
- Joint Schedule 7 (Financial Difficulties)- Optional
- Joint Schedule 8 (Guarantee) Optional Not Used
- Joint Schedule 9 (Minimum Standards of Reliability) Optional
- Not Used
- 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 Not Used
- Call-Off Schedule 5 (Pricing Details) Optional
- Call-Off Schedule 6 (ICT Services) Optional Not Used
- Call-Off Schedule 7 (Key Supplier Staff) Optional Not Used
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) -Optional – Not Used
- Call-Off Schedule 9 (Security- Cabinet Office own Schedule) -Optional
- Call-Off Schedule 10 (Exit Management) Optional Not Used
- Call-Off Schedule 12 (Clustering) Optional Not Used
- Call-Off Schedule 13 (Implementation Plan and Testing) Optional-Not Used
- Call-Off Schedule 14 (Service Levels) Optional Not Used
- Call-Off Schedule 15 (Call-Off Contract Management) Optional
- Call-Off Schedule 16 (Benchmarking) Optional Not Used
- Call-Off Schedule 17 (MOD Terms) Optional Not Used
- Call-Off Schedule 18 (Background Checks) Optional
- Call-Off Schedule 19 (Scottish Law) Optional Not Used
- Call-Off Schedule 20 (Call-Off Specification) Optional
- Call-Off Schedule 21 (Northern Ireland Law) Optional Not Used
- Call-Off Schedule 23 (HMRC Terms) Optional Not Used
- 4. CCS Core Terms
- 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.

Call-off special terms

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

| Call-off start date: | 11 th January 2023 |
|----------------------|-------------------------------|
|----------------------|-------------------------------|

Call-off expiry date: 31st March 2023

Call-off initial period: 3 Months

Call-off deliverables:

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Security

The Contracting Authority's Security Schedule 9 applies in place of the RM6187 version.

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:

Lot 1 – up to a maximum of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

Lot 2 – up to a maximum of **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

Charges include all expenses but excluding VAT:

Call-off charges

Option B: 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
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

BACS.

Buyer's invoice address

REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information

Invoices should be submitted electronically to:

REDACTED TEXT under FOIA Section 40, Personal Information

OBJECTIVES

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

Buyer's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information

Buyer's security policy

As per Call-off Schedule 9.

Supplier's authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information

Supplier's contract manager

REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information REDACTED TEXT under FOIA Section 40, Personal Information

Progress report frequency / Progress meeting frequency

The selected Supplier(s) will be required to attend a weekly review meeting for the duration of the assignment(s).

A formal review meeting will take place half-way through the assignment(s) to ensure progress in on track and outputs are of the expected quality, and to provide feedback.

Key staff

REDACTED TEXT under FOIA Section 40, Personal Information

Key subcontractor(s) N/A

Commercially sensitive information N/A

Service credits N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

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 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.

For and on behalf of the Supplier:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: 11th January 2023

For and on behalf of the Buyer:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: 13th January 2023