

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

Order Form

CALL-OFF REFERENCE: **C25161**

THE BUYER: The Secretary of State for the Home Department

BUYER ADDRESS 2 Marsham Street, London, SW1P 4DF

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 73-336-7952

SID4GOV ID: **[Insert if known]**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables with and dated 30/05/2024.

It's issued under the Framework Contract with the reference number RM6187 – Lot 3 for the provision of FBIS System Design Support.

CALL-OFF LOT(S):

Lot 3: Complex and Transformation

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 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:

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 7 (Financial Difficulties)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 9 (Security)
- Call-Off Schedule 20 (Call-Off Specification)

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

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*

Order process

The Buyer will give the Supplier written notice of any request for Services falling within the scope of the Order Form as described in Call-off Schedule 20 (Specification). Neither Party is obliged to enter into any Statement of Work under this Call-Off Contract, Statement of Work(s) will be agreed in good faith between the Parties and will not come into force until signed by both Parties.

When a Statement of Work has been signed by both the Buyer and the Supplier, it will form part of the Call Off Contract. For each Statement of Work, pursuant to clause 11.2 (liability), liability for each Statement of Work will be capped at 125% of the estimated fees under that Statement of Work, subject to liability for the overall Call-off Contract remaining as per clause 11.2 of the Core Terms.

Call-off start date: 21/05/2024

Call-off expiry date: 20/05/2025

Call-off initial period: 12 months

Extension Options: This agreement may be extended by two (2) periods of up to six (6) months each.

Call-off deliverables:

See details in C25161-T2-Attachment 3-FBIS System Design Support Requirements V.1 for information on expected deliverables. Specific Services and/or Deliverables will be set out in Statements of Work which are signed by both Parties following the order process above.

Security

Part A (Short Form Security Requirements) will 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:

£9,800,000.00

Call-off charges

The charging mechanism is Time and Materials using the Rate Card provided in the Supplier's Financial Schedule response.

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.

Please Note: Travel and Expenses (T&E) will not be paid within the M25. In line with Authority's T&E Policy. T&E is payable outside of the M25 where such travel and

cost is agreed in advance with the Home Office.

Payment method

BACS

Buyer's invoice address

[REDACTED]
[REDACTED]
[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]
[REDACTED]

Buyer's security policy

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

Supplier's authorised representative

[REDACTED]
[REDACTED]
[REDACTED]
7 More London Pl, London SE1 2RT

Supplier's contract manager

[REDACTED]
[REDACTED]
[REDACTED]
7 More London Pl, London SE1 2RT

Progress report frequency

Informal, Fortnightly
Formal, Monthly

Progress meeting frequency and continuous improvement

To be determined in each Statement of Work. Continuous improvement will be discussed accordingly in this meeting as stated in each Statement of Work

Key staff

[REDACTED]

Key subcontractor(s)

Clarasys Ltd
7 Bell Yard,
London,
England,
WC2A 2JR

Commercially sensitive information

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

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

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)

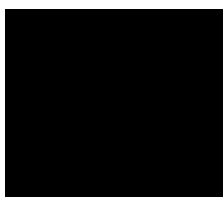
Formation of call off contract

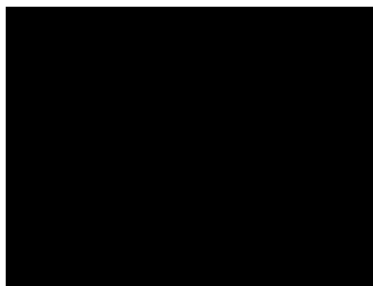
By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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.

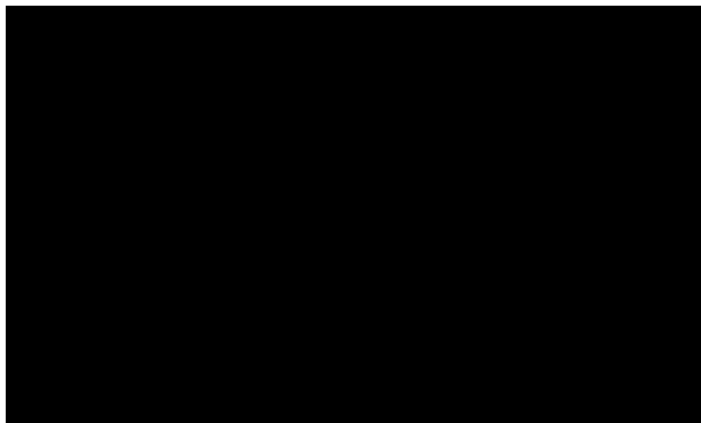
For and on behalf of the Supplier:

Signat





For and on behalf of the Buyer:



Annex A –Template Statement of Work

Provision of [include details of the project/engagement/Call-Off Contract]]

This statement of work (SOW) sets out the scope of these specific services that we will provide under our Call Off Contract for the above services dated [date] (Contract reference: [xxxx]). Any terms contained within this statement of work apply only to the services specified in this statement of work.

Any references in this statement of work to “you” shall be deemed references to the Buyer, and any references to “we” or “us” shall be deemed references to the Supplier. Save as otherwise expressly set out in this letter, defined terms shall have the meaning ascribed to them in the Call Off Contract. For the avoidance of doubt, in the event of any conflict between the terms of this statement of work and the terms of the Call Off Contract, the terms of this statement of work shall prevail.

The Services and/or Deliverables

You have instructed us to provide the following Services in this statement of work. **Insert a full description of the specific services:**

You have instructed us to provide the following Deliverables in this statement of work. Insert a full description of the specific deliverables:

Ref	Artefacts	Key activities	Assumptions and dependencies

Project Assumptions/Dependencies

The provision of our services is based upon the following assumptions:

Insert any project assumptions/dependencies

Buyer Responsibilities

The Supplier’s ability to perform the services is dependent upon the Buyer fulfilling its responsibilities, which include:

Insert any Buyer responsibilities

The Charges, Services, Deliverables and any timelines set out in this Statement of Work and/or other documents pursuant to it are contingent on the assumptions,

dependencies and Buyer responsibilities (together the "Project Assumptions") holding true. In the event that they don't, for any reason, the Parties agree to enter into good faith discussions to agree appropriate Variation(s) to the Call-Off Contract/this Statement of Work or other remedial action taking into account the nature of the situation and the actual impact caused by the Project Assumptions not holding true.

Progress meeting frequency

[Insert the frequency of progress meetings]

Continuous improvement

[Outline the relevant strategies and initiatives aimed at improving the overall performance and effectiveness of the project.]

Timetable and duration

We propose to start work on [insert date] and estimate that we will submit our draft deliverables to you for discussion by [insert date]. This is an estimate in advance of starting work and we will keep you informed of our progress and of any proposed changes in this timetable.

Charges

Our fees for the services referred to in this schedule will be calculated in accordance with the [rates set out in the Call Off Contract]

or

[calculated as follows:]

or

[approximately £x plus VAT]. This fee estimate is based on currently available information and is not contractually binding.]

Amendments to Call Off Contract Terms

Agreed amendments to the terms:

Insert here any agreed changes to the Call Off Contract Terms which relate ONLY to the services under this statement of work

[Additional provisions]

Insert here any additional service specific clauses which relate ONLY to the services under this statement of work

This statement of work refers to our Call Off Contract signed on [date] Contract reference: [xxxx]. The services described in this Statement of Work are to be provided under the terms of that agreement.

Acceptance

[insert name]

for and on behalf of PricewaterhouseCoopers LLP

.....

Signed

.....

Position

.....

Date

for and on behalf of [Buyer]

.....

Signed

.....

Position

.....

Date

DRAFTING NOTE: Include only if the SoW may include personal data

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the

Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are:

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]

	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]
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