

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

Order Form

CALL-OFF REFERENCE:	C333914
THE BUYER:	NHS England
BUYER ADDRESS	7-8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	KPMG LLP
SUPPLIER ADDRESS:	15 Canada Square, London, E14 5GL
REGISTRATION NUMBER:	OC301540
DUNS NUMBER:	423916167
SID4GOV ID:	[Insert if known]

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier].

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26th February 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Data Services – Client Side Partner.

CALL-OFF LOT(S):

Not Applicable

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

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 20 (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*

Special Term 2

Annex A – Ethical Wall Agreement – Supplier

Annex B – Ethical Wall Agreement – Sub-contractor

1. The Supplier shall put in place processes and procedures to ensure the confidentiality of all Confidential Information that is made available by the Buyer to the Supplier and its Subcontractors. All such processes and procedures shall be documented and approved by the Buyer. The Supplier may only disclose Confidential Information on a confidential basis to Supplier and Sub-Contractor Staff on a need-to-know basis to allow the Supplier and its Sub-Contractors to meet their obligations under the Contract.
2. The Supplier shall provide the Buyer with a copy of an effectively executed ethical walls agreement between the Supplier and the Buyer, in the form set out at Annex A to this Order Form.
3. The Supplier shall procure that each Subcontractor enters into an ethical walls agreement with the Buyer, in the form set out at Annex B to this Order Form.
4. It shall be a condition precedent under each Statement of Work that the Statement of Work will only come into effect on prior receipt by the Buyer of an effectively executed ethical walls agreement, in the form set out at Annex B to this Order Form, from each Subcontractor to be engaged by the Supplier under a Sub-Contract related to the supply of the Deliverables falling within the relevant Statement of Work.

The Buyer is under no obligation to agree any Statements of Work over the Contract Period of the Call-Off Contract.

Special Term 3

Call-off start date: 3 February 2025

Call-off expiry date: 2 February 2027

Call-off initial period: 2 Years

The contract may be extended for any period up to one year.

Call-off deliverables:

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

Security

The short form security requirements set out at Part A of Call-Off Schedule 9 shall apply to the Call-Off Contract.

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 the Estimated Yearly Charges in the first Contract Year are:
£10,000,000 plus VAT ((Ten Million Pounds plus VAT)

Call-off charges

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.

Payment method

Invoicing

The Supplier shall ensure for the purpose of Clause 4.5(a) of the Core Terms that each invoice includes:

- the Call-Off Contract Reference set out in this Order Form; and
- the Statement of Work Reference(s) from the Statement(s) of Work applicable to the Deliverables covered by that invoice.

The Supplier must submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system. Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

Buyer's invoice address

NHS England,
X24 Payables K005,
Phoenix House,

Topcliffe Lane,
Wakefield, WF3 1WE

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do apply to this Call-Off Contract.

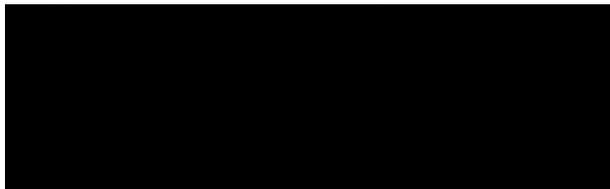
Buyer's authorised representative



Buyer's security policy

Information Security Policy Version number: v2.0 Available online here: information-security-policy-v4.0.pdf (england.nhs.uk)

Supplier's authorised representative



Supplier's contract manager



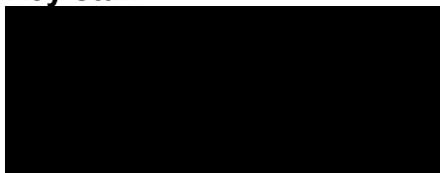
Progress report frequency

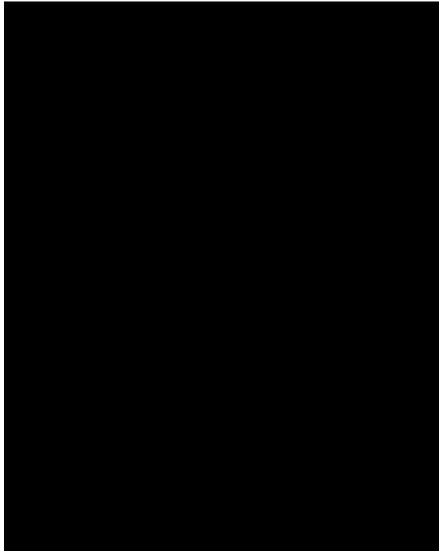
As detailed under Call-Off Schedule 20: Specification and each Statement of Work.

Progress meeting frequency

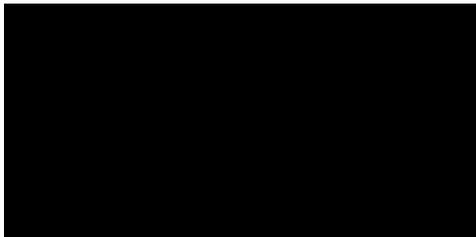
As detailed under Call-Off Schedule 20: Specification and each Statement of Work.

Key staff





Key subcontractor(s)



Commercially sensitive information

Breakdown of our fee rates and how our fees are derived as provided in- the KPMG response to “Document 4 – Commercial Questionnaire” in submission dated 28th October 2024

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Applying net zero and social value in the procurement of NHS goods and services published 23 March 2022 available online at:

<https://www.england.nhs.uk/greenernhs/publication/applying-net-zero-and-social-value-in-the-procurement-of-nhs-goods-and-services/>

Social value commitment

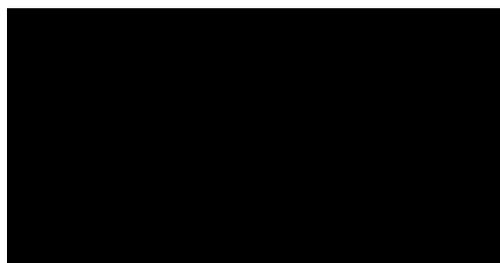
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

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:



For and on behalf of the Buyer:

