

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

## Order Form

CALL-OFF REFERENCE: **C24704 AI Register and User Documentation**

THE BUYER: Home Office - 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: XXXXXXXXXX

DUNS NUMBER: 733367952

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 27 February 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of C24704 AI Register and User Documentation.

### CALL-OFF LOT(S): Lot 2

### 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. 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 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

## Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)
3. CCS Core Terms (version 3.0.10)
  4. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

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.*

**Call-off start date:** 28 February 2023

**Call-off expiry date:** 31 March 2023

Call-off deliverables: See details in Call-Off Schedule 20 (Call-Off Specification) below

## Security

Short form security requirements apply **and** Security Policy shall 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: [REDACTED] (excluding VAT).

## Call-off charges

See details in Call-Off Schedule 5 (Pricing Details) and the below table.

Milestone	Description	Indicative completion date	Fixed Fee payable upon acceptance by the buyer
Milestone 1	[REDACTED]	Within 2 weeks of contract start date	[REDACTED]
Milestone 2	[REDACTED]	Before or at contract end date	[REDACTED]
Milestone 3	[REDACTED]	Before or at contract end date	[REDACTED]

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

Payment will be split with [REDACTED] paid upon delivery of milestone 2 and [REDACTED] upon completion of the contract. The supplier will invoice the Home Office accordingly.

### Buyer's invoice address

2 Marsham Street,  
London.  
SW1P 4DF

The electronic PDF invoice shall be emailed to: [REDACTED]

CC: [REDACTED]

### FINANCIAL TRANSPARENCY OBJECTIVES

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

### Buyer's authorised representative

[REDACTED] Email: [REDACTED]

Phone: [REDACTED]

**Buyer's security policy**

available online at: [Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview) and at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

**Supplier's authorised representative**

Partner  
1 Embankment Place, London, WC2N 6RH

**Supplier's contract manager**

Director  
1 Embankment Place, London, WC2N 6RH

**Progress report & meeting frequency**

The governance of this Call-Off, will consist of:

The Supplier will establish at least two weekly progress and prioritisation meetings with the Project Lead. This will be the primary forum for confirming team priorities, progress against the plan, any issues and risks relating to the plan, and emerging findings.

**Key staff**

Name	Role in structure	Email
	Home Office Project Lead	
	Home Office Assistant Project Lead	
	Home Office Commercial Lead	
	PwC Engagement Leader	
	PwC Engagement Director	
	PwC Project Lead	
	PwC Assistant Project Lead and SME	

**Key subcontractor(s)**

Not applicable

**Commercially sensitive information**

Detailed in Annex 1 - Joint Schedule 4 (Supplier's submitted proposal and rate card).

The following information shall be deemed Commercially Sensitive Information:

- any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;
- any information falling within the definition of "Supplier's Confidential Information".

The duration for which such information shall be confidential is indefinite.

### **Service credits**

Not applicable

### **Additional insurances**

Not applicable

### **Guarantee**

Not applicable

### **Buyer's environmental and social value policy**

The Supplier shall, when working on the Sites, perform its obligations under this Call Off Contract in accordance with the Environmental Policy of the Customer.

The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.

"Environmental Information Regulations or EIRs"	means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;
"Environmental Policy"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

### **Environmental Standards:**

The Supplier warrants that it has obtained ISO 14000/14001 certification for its environmental management and shall comply with and maintain such certification requirements.

The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements.

The Supplier shall (when designing, procuring, implementing and delivering the Services) comply with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.

The Supplier shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency and any subsequent replacements. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

The Supplier shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT Strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>

#### **Environmental Standards for Equipment:**

The Supplier shall ensure compliance of all equipment to all relevant industry and HM Government standards and Good Industry Practice as regards to environmental regulations and standards.

The Supplier shall comply with The Batteries and Accumulators and Waste Batteries and Accumulators Directive (2006/66/EC) or any subsequent replacement. The Supplier shall comply with the Eco-design for Energy-related Products Regulations 2010 (SI 2010 No. 2617) or any subsequent replacement, to improve the environmental performance of products throughout the Call Off Contract Period.

The Supplier shall ensure compliance to The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Directive (2011/65/EU) or subsequent replacements.

#### **Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with any social value commitments in Call-Off Schedule 20 (Specification).

#### **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.

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	Partner	Role:	Commercial Lead
Date:	28/02/2023	Date:	07/03/2023

**1. Amended Joint Schedules**

[REDACTED]

**2. Standard Joint Schedules**

[REDACTED]

**3. Amended Call Off Schedules**

[REDACTED]

**4. Standard Call Off Schedules**

[REDACTED]

**Call off Schedule 20 - Specification**

**Deliverables:**

Deliverable	Quantity	Delivery date	Details
██████████	1	31/03/2023	██████████
██████████	1	31/03/2023	██████████
██████████	1	31/03/2023	██████████

**Details of the Plan**

The details of the plan are as follows:

██████████

**Buyer Responsibilities**

██████████

**Project Assumptions**

██████████