

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

CALL-OFF REFERENCE:	C253393/ PRO 6045
THE BUYER:	UK Health Security Agency
BUYER ADDRESS	10 South Colonnade, Canary Wharf, London, E14 4PU
THE SUPPLIER:	ANKURA CONSULTING (EUROPE) LIMITED
SUPPLIER ADDRESS:	1 Angel Court, 3rd Floor, London EC2R 7HJ
REGISTRATION NUMBER:	05402379
DUNS NUMBER:	345950302
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th March 2024.

It's issued under the Framework Contract with the reference number RM6188 for the provision of Assurance Audit.

CALL-OFF LOT(S): Lot 4, Other Independent Assurance

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 includes 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**
 - o Joint Schedule 1 (Definitions) - Mandatory
 - o Joint Schedule 3 (Insurance Requirements) - Mandatory
 - o Joint Schedule 11 (Processing Data) - Mandatory
 - Call-Off Schedules for **RM6188**
 - o Call-Off Schedule 5 (Pricing Details)

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- o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
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

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:

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,

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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;

Special term 4 -

Supplier's proposal is true and accurate to the best of its knowledge and belief and is based on the accuracy of the information supplied by the Buyer and its third parties. Supplier's performance of the Services, the timetable, the level of Supplier charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in the Call-Off Contract and Buyer performing its obligations under the Call-Off Contract. If the scope of Services, assumptions, dependencies, DocuSign Envelope ID: EE851F3D-5EF0-42B5-94D1-3B2FC30B6BE0 Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021 Framework Ref: RM6188 Model Version: v3.7 3 content of the PRO5580 ITT and/or Buyer responsibilities prove to be inaccurate, the Parties will address this through the Variation Procedure.

CALL-OFF START DATE: 25th March 2024

CALL-OFF EXPIRY DATE: 31st December 2024

CALL-OFF INITIAL PERIOD: 9 calendar months

CALL-OFF OPTIONAL EXTENSION PERIOD: The Buyer may give notice to the Supplier of its intention to extend this Contract (the "Extension Requirements") for 1(one) optional period of up to 4 (four) months from 31st December 2024 (the "Extension Period") and subject to approvals.

The Supplier shall, no later than 10 (ten) Business Days after receiving the Extension Requirements provide its proposals to provide the Extension Requirements.

The Parties shall, acting reasonably and in good faith, discuss and agree the terms on which the Supplier shall provide the Extension Requirements during the Extension Period. These terms shall be incorporated into this Contract by way of variation.

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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is up to £693,000 VAT excluded.

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CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

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

REIMBURSABLE EXPENSES

Supplier's fee is to be inclusive of all expenses

PAYMENT METHOD

Monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

- Submitted invoices must be accompanied by supporting information including: completed timesheets for amounts set out in the relevant invoice; and
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

BUYER'S INVOICE ADDRESS:

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UKHSA VAT No: GB888851648

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

or by telephone

Contact number for all invoice related queries: [REDACTED] [REDACTED]

[REDACTED]

between 09:00-17:00 Monday to Friday.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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BUYER'S ENVIRONMENTAL POLICY

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](#)

BUYER'S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

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

PROGRESS MEETING FREQUENCY

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

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

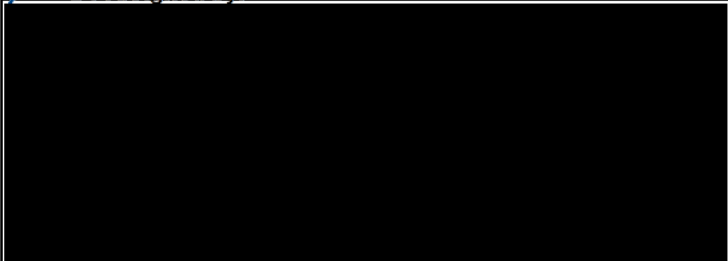
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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.

Signed by an authorised signatory to sign for and on behalf of the Supplier
<div>DocuSigned by: </div> <div>Date Signed: 28/03/2024</div>

Signed by an authorised signatory to sign for and on behalf of the Buyer
<div>DocuSigned by: </div> <div>Date Signed: 28032024</div>

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Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or paternity, shared parental or adoption or long term or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers unsatisfactory in any respect. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex One:

In the event of removal or replacement of Key Staff and for the purpose of a Variation within the agreed scope of this contract, the below Day Rates will apply:

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Ankura Person- nel	Grade	Role	£Day	£Hour 8hr Day (Excluding VAT)

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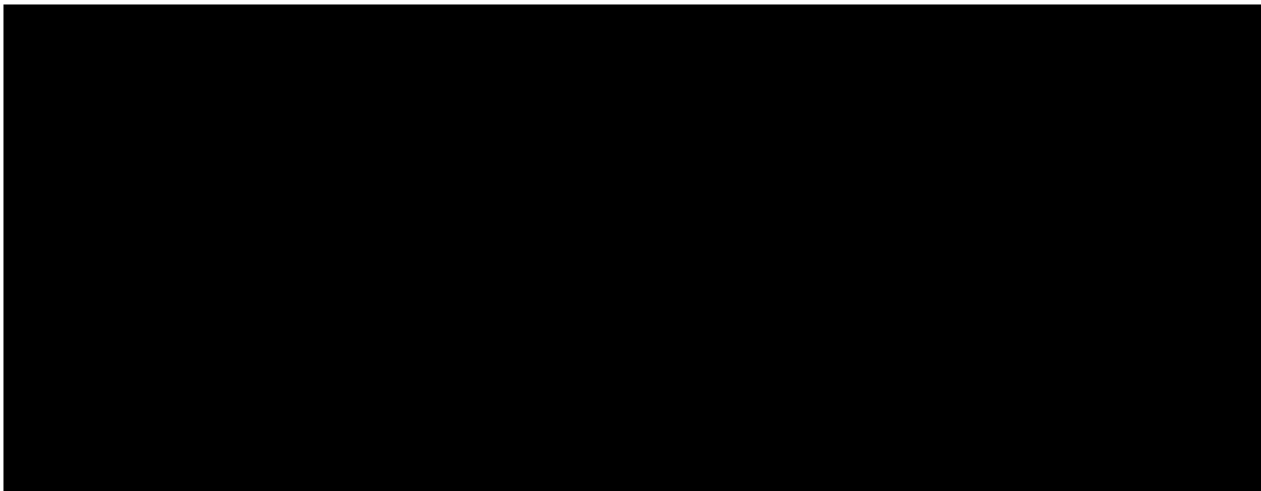
Call-Off Schedule 20 (Call-Off Specification)

Total overall cost to complete
£693,000 (excluding VAT)

Ankura nel	Person-Grade	Role	£Day	£Hour 8hr Day
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Ankura Personnel	Total Hours	Total £
RM6188		£693,000