

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

## Order Form

CALL-OFF REFERENCE: **PS22350**

THE BUYER: **UK Shared Business Services Ltd**

BUYER ADDRESS: Polaris House, North Star Avenue, Swindon, SN2 1FF

THE SUPPLIER: Ankura Consulting (Europe) Ltd

SUPPLIER ADDRESS: 100 New Bridge Street London EC4V 6JA

REGISTRATION NUMBER: 05402379

DUNS NUMBER: 345950302

SID4GOV ID: **N/K**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23 December 2022

It's issued under the Framework Contract with the reference number RM6188 for the provision of an Externally-facilitated UK SBS Board Effectiveness Review

### CALL-OFF LOT(S):

Lot 4 applies

### 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 2 (Variation Form) - Mandatory
    - o Joint Schedule 3 (Insurance Requirements) - Mandatory
    - o Joint Schedule 4 (Commercially Sensitive Information) -

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**Mandatory**

- o
- o Joint Schedule 7 (Financial Difficulties)
- o Joint Schedule 10 (Rectification Plan) - Mandatory
- o Joint Schedule 11 (Processing Data) - Mandatory
- Call-Off Schedules for **PS22350**
  - o Call-Off Schedule 1 (Transparency Reports)
  - 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**
- 6. Call-Off Schedule 4 (Call-Off Tender)

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**

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 - 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.*

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*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,*

*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. – Core Terms Clause 3.2 'Goods Delivery' is to be deleted in its entirety

CALL-OFF START DATE: 23rd January 2023

CALL-OFF EXPIRY DATE: 22nd February 2023

CALL-OFF INITIAL PERIOD: 2 Months 8 Days

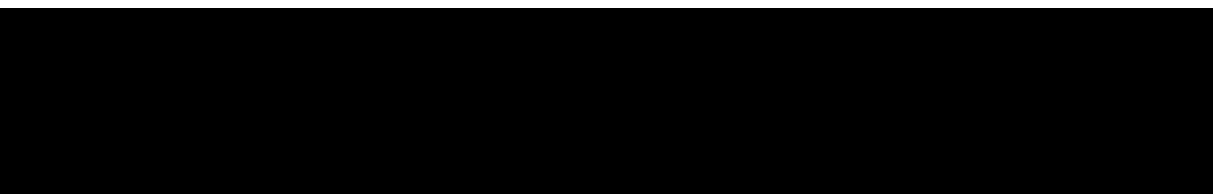
CALL-OFF OPTIONAL EXTENSION PERIOD - None

**CALL-OFF DELIVERABLES**

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

**SECURITY**

Short form security requirements apply

**MAXIMUM LIABILITY**

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## CALL-OFF CHARGES

UKSBS

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

None The Charges payable by the Buyer under the Call-Off Contract shall be Firm & Fixed and inclusive of all expenses

### PAYMENT METHOD

BACS (30 days in arrears upon receipt of a valid invoice)

All invoices must be sent to [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)

Payment for the project will be issued, upon agreed receipt of invoice at the end of the project. No milestones are applicable for this requirement.

Invoice must include the Purchase Order number as issued and the Contract Reference number

Invoice is only to be submitted upon receipt of acceptance report in accordance with Call Off Schedule 20

### BUYER'S INVOICE ADDRESS:

Buyer Name: UK Shared Business Services Ltd

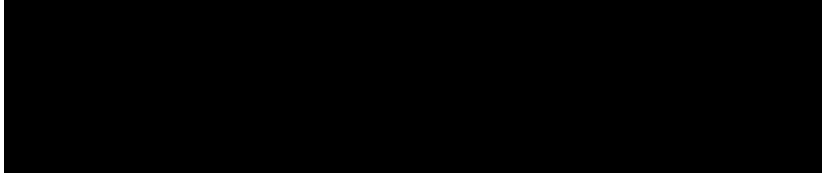
Address: Polaris House, North Star Avenue, Swindon, SN2 1FF

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**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**BUYER'S AUTHORISED REPRESENTATIVE**



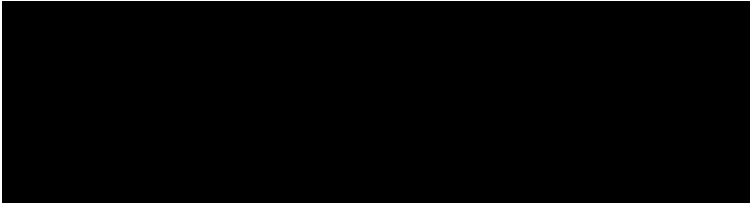
**BUYER'S ENVIRONMENTAL POLICY**

In accordance with [Environment Act 2021 \(legislation.gov.uk\)](https://www.legislation.gov.uk) as amended and any other applicable UK Legislation as issued

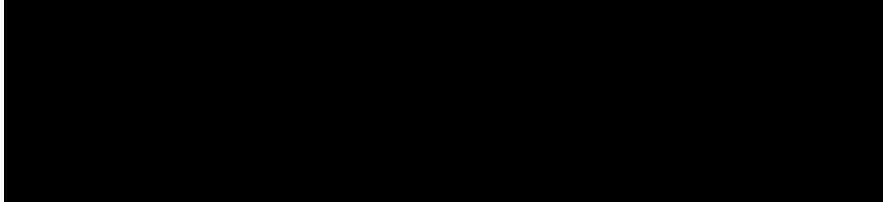
**BUYER'S SECURITY POLICY**

The Supplier shall comply with the security requirements set out in Call-Off Schedule 9 (Security) and any other security requirements set out or referred to in Call-Off Schedule 20 (Call-Off Specification).

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



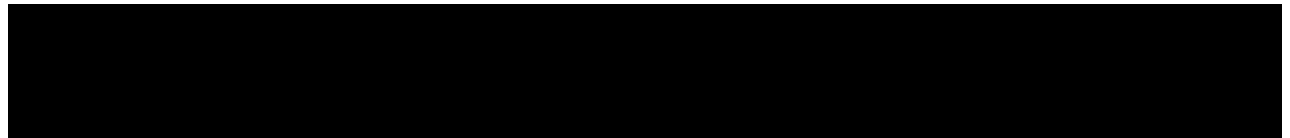
**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**



**PROGRESS MEETING FREQUENCY**



Regular Update meetings to be weekly

General meetings to be on an as and when needed basis either ad-hoc or more formal.

**KEY STAFF**



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**COMMERCIALLY SENSITIVE INFORMATION**



**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

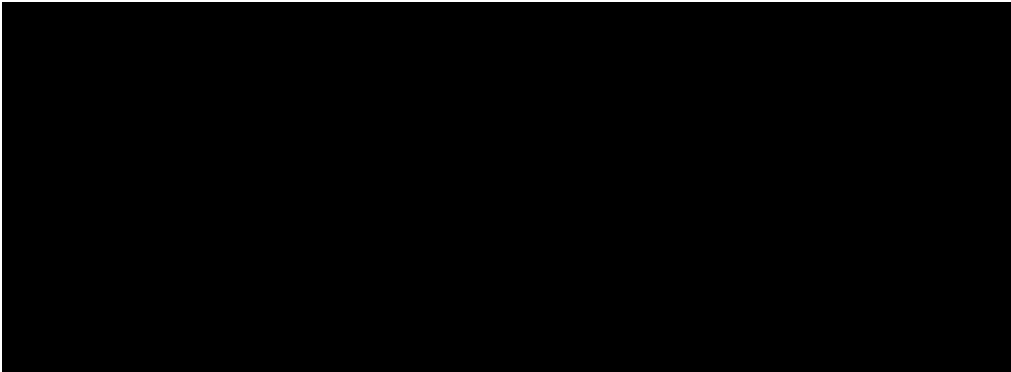
**GUARANTEE**

Not applicable

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:			
Role:			
Date:	15 January 2023	Date:	23 January 2023