Order Form

CALL-OFF REFERENCE: 2024-706

THE BUYER: Agriculture & Horticulture Development Board

BUYER ADDRESS Middlemarch Business Park, Siskin Parkway,

Coventry, CV3 4PE

THE SUPPLIER: RSM UK Risk Assurance Services LLP

SUPPLIER ADDRESS: 2nd Floor, 1 The Square, Temple Quay, Bristol,

BS1 6DG

REGISTRATION NUMBER: OC389499

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7th February 2025.

It's issued under the Framework Contract with the reference number RM6188 for the provision of Internal Auditing Services.

CALL-OFF LOT(S):

Lot 1

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)
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 9 (Minimum Standards of Reliability)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)

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- Call-Off Schedules for RM6188
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 23 (HMRC Terms)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6188
- 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.

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.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

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 – In Call-Off Schedule 3 (Continuous Improvement) the following clause 1.3 is inserted under Buyer's Rights:

This schedule can be considered/required in full or in part or nil at the discretion of the buyer following an award to the supplier, for review and consideration of its application annually.

Special Term 5 – Call-Off Schedule 13 (Implementation Plan and Testing) Section 7 Implementation Plan Clause 7.1 has been deleted and replaced with:

The buyer anticipates a light touch implementation to be required under this contract therefore the period of implementation required is expected to be up to 2 months. The supplier should in accordance with section 2, Clause 2.2 look to implement the requirements set out in this schedule at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require and taking into account all dependencies known to, or which should reasonably be known to the supplier.

Special Term 6 – Call-Off Schedule 15 Call-Off Contract Management Section 4 Operational Board has been made 'Optional' and may be applied/disapplied by the buyer in full, part or nil. The buyer's appointed Contract Managers may assume this responsibility and the application of this section 'Operational Boards' remains at the buyer's discretion and will be confirmed and agreed on Contract Commencement.

CALL-OFF START DATE: 1st April 2025

CALL-OFF EXPIRY DATE: 31st March 2027

CALL-OFF INITIAL PERIOD: 2 years

[CALL-OFF OPTIONAL EXTENSION PERIOD

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1 + 1 (2 periods of yearly incremental extension options)

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.

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)

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:

- Indexation, which only applies from 04 September 2025
- Specific Change in Law

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract, set out below:

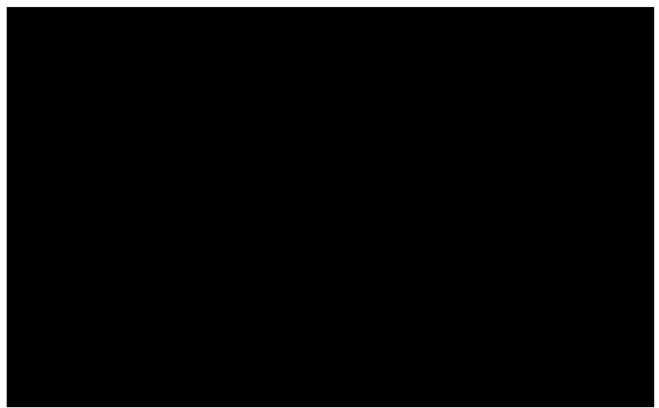
All expenses must be pre-approved by written confirmation from the buyer's authorised representative.

Whenever possible, accommodation should be booked at least 21 days in advance in order to secure the best rates.

The reimbursement covered for the necessary extra costs of meals, accommodation and travel arising may be reimbursed with proof of expenditure.

A summary of all the allowances is given in the table below:

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PAYMENT METHOD

Invoice and BACS Payment

BUYER'S INVOICE ADDRESS:

Name	Position	Email
	Finance and Corporate	
	Director	

Agriculture and Horticulture Development Board Middlemarch Business Park Siskin Parkway East Coventry CV3 4PE

BUYER'S SECURITY POLICY

AHDB's security policies are in line with the <u>UK government's cyber security policy</u> and <u>The UK Data Protection Act</u> and are available on request

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

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PROGRESS REPORT FREQUENCY

As may be required

PROGRESS MEETING FREQUENCY

As may be required

SUPPLIER ESCALATION DETAILS



KEY STAFF

As above

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
	Signature:		
	Name:		
	Role:		
	Date:		
	ehalf of the Supplier:	Signature: Name: Role:	