# **Order Form**

CALL-OFF REFERENCE: Redacted under Section 43 of the FOIA

THE BUYER: Department for Science, Innovation and

Technology

BUYER ADDRESS 22-26 Whitehall, London, SW1A 2EG

THE SUPPLIER: thebigword Group Ltd

SUPPLIER ADDRESS: Unit 4 Royds Close Leeds LS12 6LL

REGISTRATION NUMBER: Redacted under Section 40 of the FOIA

DUNS NUMBER: Redacted under Section 40 of the FOIA

SID4GOV ID: N/A

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.

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated  $9^{\text{th}}$  of August.

It's issued under the Framework Contract with the reference number RM6141 for the provision of Translation Services for the Al Safety Institute (AISI)

CALL-OFF LOT(S):

Lot 2

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#### **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 including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6141
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6141
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6141
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security Part A)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6141
- 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:

#### None

CALL-OFF START DATE: 21 August 2024

CALL-OFF EXPIRY DATE: 21 February 2025

CALL-OFF INITIAL PERIOD: 6 Months

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The anticipated Contract end date is 21 February 2025, unless terminated or extended by the Buyer in accordance with the terms of the Contract.

The Contract may be extended by mutual agreement, up to a maximum of 3 months, if there are unanticipated delays to delivery which could not have been reasonably foreseen by the Supplier, or if during delivery the research identifies additional task(s) which had not been previously identified as part of the primary questions yet would contribute to the quality or value of the deliverables. Any extension would be subject to mutual agreement and based on the provided rates and contract terms and conditions, in line with provisions for extension detailed in Public Contract Regulations 2015.

The Contract will not be extended for greater than an additional 3 months.

# **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 £37,879.50.

# **CALL-OFF CHARGES**

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

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Supplier will provide a monthly invoice and is BACS.

The Buyer will pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, including a detailed breakdown of Deliverables which have been delivered. The Invoice must contain the PO number related to this contract, to be provided by the Buyer. Please also ensure the valid invoice is submitted in line with stated procedures.

# **BUYER'S INVOICE ADDRESS:**

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# **BUYER'S AUTHORISED REPRESENTATIVE**

Redacted under Section 40 of the FOIA

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# **BUYER'S ENVIRONMENTAL POLICY**

#### Please find included in the Contract Documents Folder

#### **BUYER'S SECURITY POLICY**

Please find at: <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-frame">https://www.gov.uk/government/publications/security-policy-frame</a>

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under Section 40 of the FOIA Redacted under Section 40 of the FOIA

#### SUPPLIER'S CONTRACT MANAGER

Redacted under Section 40 of the FOIA Redacted under Section 40 of the FOIA

#### PROGRESS REPORT FREQUENCY

The frequency of reporting will be agreed at the project inception meeting.

#### PROGRESS MEETING FREQUENCY

The frequency of contact will be agreed at the project inception meeting, however weekly project update meetings are required especially during the initial stages of the project.

#### **KEY STAFF**

## **Buyer Side**

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# **Supplier Side**

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# KEY SUBCONTRACTOR(S)

#### N/A

# COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 – Commercially Sensitive Information

# 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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted under Section 40 of the FOIA	Signature:	Redacted under Section 40 of the FOIA
Name:	Redacted under Section 40 of the FOIA	Name:	Redacted under Section 40 of the FOIA
Role:	Redacted under Section 40 of the FOIA	Role:	Redacted under Section 40 of the FOIA
Date:	09/08/2024	Date:	14/08/24

Executed by DocuSign where required by the Buyer.