

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

Order Form

CALL-OFF REFERENCE:	DF/089 Commercial X Pathfinder Resource
THE BUYER:	Defence Digital, Strategic Command (UKStratCom) part of the Ministry of Defence (MOD)
BUYER ADDRESS	MoD Corsham, B2, Building 405, Westwells Road, Corsham, Wiltshire, SN13 9NR
THE SUPPLIER:	Investigo Limited
SUPPLIER ADDRESS:	10 Bishops Square London E1 6EG England
REGISTRATION NUMBER:	
DUNS NUMBER:	735410255
SID4GOV ID:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables. It's issued under the Framework Contract with the reference number RM6187 for the provision of commercial resource for the Commercial X programme.

CALL-OFF LOT(S): LOT 1 - Business

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. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 23 (HMRC Terms)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)

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

Special Term 2 -

Security Clearance - The Parties agree that the Supplier Rate Card set out in Schedule 5 (Pricing Details and Expenses Policy) Annex 2 (Supplier Rate Card) represents the Charges associated with the provision of staff with SC clearance. Should staff with DV clearance be required, any uplift will be dealt with in the relevant SoW.

Call-off start date: 26th June 2023

Call-off expiry date: 31st March 2024

Call-off initial period: 9 months

Call-off deliverables:

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

Security

Security Clearance is required for duration of the contract. The Supplier are responsible for obtaining and maintaining security clearances

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. Each Party's total aggregate liability in each Contract Year will not exceed 150% of the Actual Contract value.

Call-off charges

- The maximum anticipated throughput (not to exceed total value) is **£113,600.00 (ex VAT)**.
- **Time and Materials (TM)** - maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope. Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

The payment method for this contract will be CP&F.

Buyer's invoice address

DBS Finance,
Walker House,
Exchange Flags,
Liverpool,
L2 3YL

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

REDACTED

MoD Corsham,
B2, Building 405,
Westwells Road,
Corsham,
Wiltshire,
SN13 9NR

Buyer's security policy

N/A

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

Monthly

Progress meeting frequency

As requested by the Buyer

Key staff

For the Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

Data Protection Officers

	Name:	REDACTED
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For the Buyer:	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

Key subcontractor(s)

Belle Vue Procurement Limited

Commercially sensitive information

N/A

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

N/A

Social value commitment

N/A

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.

For and on behalf of the Supplier:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: REDACTED

For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: REDACTED