

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

Order Form

CALL-OFF REFERENCE:	C21478
CALL-OFF TITLE:	Data Products Development and Associated Services
CALL-OFF CONTRACT DESCRIPTION:	Provision of Application Development and Associated Services
THE BUYER:	Secretary of State for the Home Department
BUYER ADDRESS	Data Services and Analytics (DSA) Enterprise Services, Digital, Data & Technology Capabilities & Resources 2 Marsham Street, London SW1P 4DF
THE SUPPLIER:	PA Consulting Services Limited
SUPPLIER ADDRESS:	10 Bressenden Place, London, SW1E 5DN
REGISTRATION NUMBER:	00414220
DUNS NUMBER:	[211000617]
SID4GOV ID:	[211000617]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **[11 August 2022]**.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S): Lot 1 Digital Programmes

- DevOps Services support for ongoing live services;
- Digital Definition Services. Either separately or combined Discovery (as extended under Extended Discovery) and /or Alpha phases;
- Build and Transition Services either separately combining Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services;
- End-to-End Development Services with the ability to combine the full set of agile phases of Discovery through to Live; and
- Data Management (and similar) Services primarily targeted at building, enhancing and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.

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. the Framework, except Framework Schedule 2 (Tender); and
2. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules except Call-Off Schedule 4 call-off tender; and
3. the Joint Schedules RM6263; and
4. Framework Special Terms; and
5. Framework Schedule 2 (Tender); and
6. Call-Off Schedule 4 call-off tender

7. The following Schedules in equal order of precedence:

Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope

of the framework agreement.

- Joint Schedules for RM6263
 - Joint Schedule 1 (Definitions)
 - 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)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Secondment Agreement Template)
- 8. CCS Core Terms (version 3.0.11)
- 9. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 10. 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:

C1

1. RELEVANT CONVICTIONS

For the purpose of this Clause, the following definitions shall apply:

“Conviction”

means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of

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the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and

“Relevant Conviction”

means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.

For each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

carry out a check with the records held by the Department for Education (DfE);

conduct thorough questioning regarding any Relevant Convictions; and

ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

C2

1. SECURITY MEASURES

1.1 For the purpose of this Clause, the following definitions shall apply:

“Document”

includes specifications, plans, drawings, photographs and books;

“Secret Matter”

means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and

“Servant”

where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

1.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:

1.2.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;

1.2.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;

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1.2.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a servant of the Supplier; or

1.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.

1.3 Without prejudice to the provisions of Clause 1.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:

1.3.1 no such person as is mentioned in Clause 1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;

1.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;

1.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;

1.3.4 that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and

1.3.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Buyer of any such document, model or item as is mentioned in Clause 1.3.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

1.4 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 1.2 shall be final and conclusive.

1.5 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.

1.6 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Contract.

1.7 If, at any time either before or after the expiry or termination of this Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider

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appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

1.8 The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 1.2 and 1.3 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause C2 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

1.9 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause C2, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:

1.9.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause C2 into operation in such cases and to such extent as the Buyer may direct;

1.9.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause C2, notify such breach forthwith to the Buyer; and

1.9.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 1.12.

1.10 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Clause C2 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

1.11 Nothing in this Clause C2 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

1.12 If the Buyer shall consider that any of the following events has occurred:

1.12.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or

1.12.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or

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1.12.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 1.12.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;

1.12.4 and shall also decide that the interests of the State require the termination of this Contract, the Buyer may by notice in writing terminate this Contract forthwith.

1.13 A decision of the Buyer to terminate this Contract in accordance with the provisions of Clause 1.12 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.

Supplier's notice

1.14 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 1.12, give the Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Clause 1.12 and to give particulars of that event; and

1.15 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

Matters pursuant to termination

1.16 The termination of this Contract pursuant to Clause 1.12 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

1.17 The Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Contract if this Contract had not been terminated, or at a reasonable price;

1.18 The Buyer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause C2 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Clause; and

1.19 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract

1.20 If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:

- (a) the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 1.14; or
 - (b) the Buyer shall state in the statement and particulars detailed in Clause 1.14 that the event upon which the Buyer's decision to terminate this Contract was based on an event mentioned in Clause 1.12.3,
- 2 the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

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- (a) the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 1.12 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;
- (b) the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;
- (c) the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;
- (d) if hardship to the Supplier should arise from the operation of this Clause 1.15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Clause shall be final and conclusive; and
- (e) subject to the operation of Clauses 1.15.3, 1.15.4 and 1.15.5, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

C3

1. COLLABORATION AGREEMENT

- 1.1 Where the Buyer has specified in the Order Form that the Buyer requires the Supplier to enter into a Collaboration Agreement (the form of which is set out Schedule 12 of the Call-off Terms, either:
 - 1.1.1 the Supplier shall deliver to the Buyer an executed Collaboration Agreement within the time period specified in the Order Form; or
 - 1.1.2 a Collaboration Agreement should be executed between the Parties and such contractors as required by the Buyer, on or prior to the Commencement Date as a condition precedent for entry into this Contract.

CALL-OFF START DATE:	1 st December 2022
CALL-OFF EXPIRY DATE:	30 th November 2026
CALL-OFF INITIAL PERIOD:	Four (4) Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	One (1) Month
CALL-OFF CONTRACT VALUE:	£40,000,000.00
KEY SUB-CONTRACT PRICE:	40% of total Charges over Contract Period]

CALL-OFF DELIVERABLES

See details in Call-Off Appendix 2 Requirements.

BUYER'S STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Buyer Security Policy: Consisting of

- Security Incidents Policy
- Information Assurance Policy
- General Security Classification Guidance

The above will be made available via the CCS E-portal

- Government Security Classifications:

<https://www.gov.uk/government/publications/government-security-classifications>

- General Data Protection Regulations:

<https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>

- HMG Security Policy Framework:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber

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Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £13m

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.]

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.

Within the context of this Contract there are three levels relevant to CALL-OFF CHARGES:

At the **Contract** level there are no charges as such. At the Contract level there is a schedule of agreed rates plus volume discounts as appropriate but, at this level there are no Milestone Payments, Service or Time and Material Charges. Other than defining the overarching scope for the Supplier there are no commitments at Contract level.

Statements of Work (SOWs) are used to describe work, at varying levels of detail, which will require to be undertaken by the Supplier. The Statement of Work will cover the anticipated team (using a Capped, SOW specific, Contract compliant, Time and Materials based rate card to necessary to perform the work) but without specific charges being made. The counter-signature of a Statement of Work will result in a Purchase Order being generated by the Buyer and issued to the Supplier to cover the anticipated charges.

Charges apply at the **Deliverable Increment** level. The anticipated Deliverable Increments are drawn down from the Product Backlog and make up the Statement of Work. A Statement of work may include **Milestone** based Increments and/or recurring **Service** based Increments with the former measured in terms of accepting the Deliverable increment as having been “done” and the latter in terms of accepting that Service Levels have been met. As described in more detail below, when the **Deliverable Increment** has been refined to a point of reasonable definition (ahead of delivery), the **Fixed Price** for that increment will be agreed. In all other respects the terms in Framework Schedule 6 (Order Form) relating to **Milestone Payments** and **Service Charges** apply.

REIMBURSABLE EXPENSES

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

[BACS]

BUYER'S INVOICE ADDRESS:

Invoices will be sent via email as the primary method for delivery to the address below:

[REDACTED]

Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the Supplier.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

Enterprise Services, Digital, Data & Technology

Capabilities & Resources

Home Office

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The Home Office sustainable development policy outlining the department's commitment to working to reduce the impact of its work on the environment and to reduce its carbon dioxide emissions



cluster-sustainability-statements.docx

Home Office environmental principles provides a set of core green principles that have the potential to reduce use of resources across the Home Office group and thereby reduce costs and improve our sustainability performance.



green-principles.doc

BUYER'S SECURITY POLICY

Security Incident Policy



Security Incident Management Policy.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 Bressenden Place, London, SW15 5DN

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
10 Bressenden
Place, London,
SW15 5DN
United Kingdom

PROGRESS REPORT FREQUENCY

To be agreed following contract commencement

PROGRESS MEETING FREQUENCY

To be agreed following contract commencement

KEY STAFF

[Insert name]
[Insert role]
[Insert email address]
[Insert address]
[Insert contract details]
[Insert Worker Engagement Status (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]

KEY SUBCONTRACTOR(S)

CACI Limited (1649776) - Caci House Kensington Village, Avonmore Road, London, W14 8TS

Viable Data Ltd (08244724) - Prama House, 267 Banbury Road, Oxford, England, OX2 7HT

Alchemmy Consulting Limited (08155893) - Building 18, Gateway 1000 Whittle Way, Arlington Business Park, Stevenage, Hertfordshire, England, SG1 2FP

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]
[REDACTED]
[REDACTED]

BALANCED SCORECARD

The Balanced Scorecard included at Call-Off Schedule 14B (Service Levels and Balanced Scorecard) is indicative and the final version shall be agreed between the Parties within three (3) months of contract commencement (aligned with both the Material KPIs and Service Credits) and shall remain subject to monthly Buyer review.

MATERIAL KPIs

The Material KPIs that shall apply to this Call-Off Contract shall be agreed between the Parties within three (3) months of contract commencement (aligned with both the Balanced Scorecard and Service Credits) and shall remain subject to monthly Buyer review

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review. Material KPIs shall be grouped into the following high-level categories listed below, including but not limited to.

- Accuracy / Quality
- Availability / Performance
- Knowledge Transfer
- People in Place (Delivery)
- Partnering Behaviours and Added Value
- People (Resourcing)
- Performance to Pay Process
- Reliability
- Release Burnout/down
- Social Value
- Time

SERVICE CREDITS

The Service Credit methodology that shall apply to this Call-Off Contract shall be agreed between the Parties within three (3) months following contract commencement (aligned with both the Balanced Scorecard and Material KPIs) and shall remain subject to monthly Buyer review.

Service Credits will accrue in accordance with Call-Off Schedule 14A(Service Levels) subject to agreement between the Parties.



ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

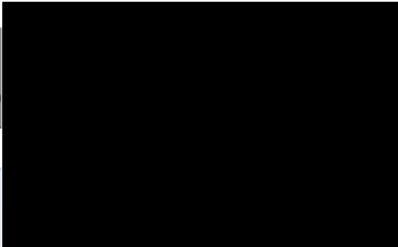
Not applicable

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 both Call-Off Schedule 4 (Call-Off Tender) and specified in the Material KPI's

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Member of PA's Management Group	Role:	DDaT Commercial Business Partner
Date:	14 th December 2022	Date:	15 th December 2022

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)2.

[Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

Annex 1 (Template Statement of Work)



C12345 SOW00
Template v01.0.0E 2: