

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

## Order Form

CALL-OFF REFERENCE:	<b>Controls Audit for Income Contingent Repayment Loans</b>
THE BUYER:	<b>Department for Education</b>
BUYER ADDRESS	<b>Sanctuary Buildings, Great Smith Street, London, England, United Kingdom</b>
THE SUPPLIER:	<b>RSM UK Risk Assurance Services LLP</b>
SUPPLIER ADDRESS:	<b>6th floor, 25 Farringdon Street, London, EC4A 4AB</b>
REGISTRATION NUMBER:	<b>OC389499</b>
DUNS NUMBER:	<b>219766563</b>
SID4GOV ID:	<b>N/A</b>

## APPLICABLE FRAMEWORK CONTRACT

Lot 4: Other independent assurance

### CALL-OFF LOT(S):

Not applicable.

### 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**
    - 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6188**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - 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 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - 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

**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.

**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 – Milestone payments.**

The Department will operate a policy of milestone payments for this contract to ensure value for money. These milestones will be linked to existing audit stages. The milestones will carry equal weight, meaning payments will be divided into six equal parts. The completion of each milestone will be at the discretion of the Department's Contract Manager. The milestones are outlined within the Key Milestones plan of Call-Off Schedule 20 (Call-Off Specification).

CALL-OFF START DATE: 1<sup>st</sup> December 2024

CALL-OFF EXPIRY DATE: 30<sup>th</sup> November 2027

CALL-OFF INITIAL PERIOD: 3 years

CALL-OFF EXTENSION PERIOD: 1 year

EXTENSION EXPIRY DATE: 30<sup>th</sup> November 2028

### **CALL-OFF DELIVERABLES**

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

### **SECURITY**

Short form security requirements apply **and** the Departments Security Policy, included within Call-Off Schedule 9 (Security) as Annex A

### **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 £150,000.

### **CALL-OFF CHARGES**

In line with special term 4, see details in Call-Off Schedule 5 (Pricing Details)

### **REIMBURSABLE EXPENSES**

None.

### **PAYMENT METHOD**

Invoices will be approved for payment by the buyer's contract manager, approval will be subject to the pricings outlined with Schedule 5 (Pricing Details). All invoices must be sent, quoting a valid purchase order number (PO Number), to the following financial inbox **as well as** to the relevant Buyer contact/s (i.e. Contract Manager and Project Manager):

[accountspayable.OCR@education.gov.uk](mailto:accountspayable.OCR@education.gov.uk)

Within 30 days of this order Contract, the Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

To request a statement, please email [accountspayable.BC@education.gov.uk](mailto:accountspayable.BC@education.gov.uk)

**BUYER'S INVOICE ADDRESS:**

[accountspayable.OCR@education.gov.uk](mailto:accountspayable.OCR@education.gov.uk)

Cheylesmore House, 5 Quinton Road, Coventry, CV1 2WT

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**BUYER'S AUTHORISED REPRESENTATIVE**

[Redacted]

**BUYER'S CONTRACT MANAGER**

[Redacted]

**BUYER'S ENVIRONMENTAL POLICY**

No additional requirements.

**BUYER'S SECURITY POLICY**

As per Call-Off Schedule 9 (Security), Annex A.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[Redacted]

**SUPPLIER'S CONTRACT MANAGER**

[Redacted]

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month (unless otherwise agreed between the buyer and supplier), as per Call-Off Schedule 15.

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter (unless otherwise agreed between the buyer and supplier), as per Call-Off Schedule 15.

## KEY ROLES

[REDACTED]

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information and Joint Schedule 4 (Commercially Sensitive Information).

## SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

## 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) and in accordance with Call-Off Schedule 14.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	[Redacted]	Date:	[Redacted]