

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

Order Form

CALL-OFF REFERENCE: 709424450

THE BUYER: Ministry of Defence (MOD) Defence Digital

BUYER ADDRESS: MOD Corsham, Westwells Road, Corsham, SN13 9NR

THE SUPPLIER: PricewaterhouseCoopers LLP (Trading as PwC)

SUPPLIER ADDRESS: 1 Embankment Place, London WC2N6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 733367952

SID4GOV ID: SQ-XTSV59U/1

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 20th October 2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of a Financial and Operational Audit of performance against the Authority's Service Centre Contract.

CALL-OFF LOT(S):

Lot 4: Finance

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 cannot 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 2 (Variation Form) - Mandatory

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

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Call-Off Ref: 709424450

- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 9 (Security) - Optional
- Call-Off Schedule 20 (Call-Off Specification) - Optional

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender)

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

The confidentiality provisions in this agreement will replace any that have been agreed in any separate non-disclosure agreements with effect from the commencement of our services.

The Buyer will not provide us (the Supplier) with personal data for use in providing the services unless the contract requires the use of such personal data. In circumstances where the contract requires the use of personal data, we will agree in writing the nature, scope and extent of the personal data that you will provide to us. Where we have agreed in writing to receive such personal data, we accept liability to you in respect of our misuse, unauthorised disclosure or loss of the personal data as specified in 11.4, Core Terms of this agreement. If you provide personal data to us without our written agreement, when not required for the contract or in any other way, we accept no liability to you for any liability you may incur arising from such provision.

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Call-off start date: 20/10/2023

Call-off expiry date: 15/12/2023

Call-off initial period: Up to 8 Weeks

CALL-OFF OPTIONAL EXTENSION PERIOD: 2 Weeks

Call-off deliverables:

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

Security

Short form security requirements apply.

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 are:

Up to a maximum of £150,000.00

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).

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:

1. 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 is CP&F

Buyer's invoice address

[REDACTED]

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Appended at Call-Off Schedule 9 – Security

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

- Weekly progress reports

Progress meeting frequency

- Initial kick off meeting
- Weekly progress meetings

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

See details in Joint Schedule 4: (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

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Call-Off Ref: 709424450

Buyer's environmental and social value policy

Not applicable

Social value commitment

Not applicable

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: 20 October 2023

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 20 October 2023

Call-Off Schedule 5 (Pricing Details)

Not to exceed £150,000 (Ex VAT)