# 

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

## Order Form

CALL-OFF REFERENCE: CCCC22A22

THE BUYER: Cabinet Office

BUYER ADDRESS 10 South Colonnade, London, E14 4PH

THE SUPPLIER: Accenture

SUPPLIER ADDRESS:30 Fenchurch Street

London

EC3M 3BD

England

REGISTRATION NUMBER:4757301

DUNS NUMBER: 734939007

SID4GOV ID:N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated the 14th December 2022.

It’s issued under the Framework Contract with the reference number RM6187 Management Consultancy Framework 3 (MCF3) Lot 3 Complex and Transformation for the provision of Strategic Co-sourcing for surge capacity in Cyber for the Chief Digital Information Office.

### 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) - Mandatory
* Joint Schedule 2 (Variation Form) - Mandatory
* Joint Schedule 3 (Insurance Requirements) - Mandatory
* Joint Schedule 4 (Commercially Sensitive Information) - Mandatory

### Call-Off Schedules

* Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. 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:

* Any Supplier/third party IPR, should it be used in conjunction with the Services, then the Supplier will:
* retain all rights in the Supplier/third party pre-existing IPR (including any modifications to it); and
* licensing to the Buyer will be limited to a Licence of background IPR to the extent needed to use in relation to deliverables where the IPR is embedded, or as needed to receive our Service.

Notwithstanding the above, all other IP created during the course of this contract will be the property of the Buyer.

Work contracted under this agreement is determined to be 'inside IR35'. The off payroll working rules apply as per the intermediaries legislation, should the worker be operating via an intermediary (such as a Limited company in which they hold an interest - see ESM10003 or ESM10003A for detailed information on this aspect).

Workers fully employed by the Supplier, with payment deducting National Insurance Contributions, and all relevant income taxes, will not require an IR35 determination.

The supplier must confirm the ability to engage in a manner compliant with the intermediaries legislation, including ensuring appropriate payrolling of payments to the worker(s), should they wish to supply contracted workers. Suppliers must also agree to notify CO of any contracted workers, to enable CO to supply these workers with the relevant Status Determination Statement (SDS).

**Call-off start date:**  **16th December 2022**

**Call-off expiry date:**  **31st March 2023**

**Call-off extension period: 2 (Two) Periods of 3 (Three) months subject to additional budget approval**

### 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 are: £185,900.00 excluding VAT.

### Call-off charges

The Call-off charges (excluding only any payment in respect of VAT) that the Buyer agrees to pay in respect of this Call-Off Contract is £185,900 (the “Total Contract Value”). The Supplier shall monitor the Total Contract Value and advise the Buyer as soon as the Supplier has a reasonable expectation that the Total Contract Value may be exceeded. The Buyer shall not be liable for any costs incurred by the Supplier in performing the activities, which are in excess of this amount and the Supplier shall not be required to perform any activities where the fees accrued are, or would be, in excess of this amount, unless agreed otherwise in writing by both Parties.

The Parties have agreed that work will be drawn down from the Total Contract Value and, as at the Call-off start date, the Supplier will commence work on the following profile:

|  |  |  |
| --- | --- | --- |
| Role | Rate per Day  (Excl. VAT) | Total Extension Charges  (Excl. VAT) |
| Lead Security Architect | Redacted text under FOIA Section 43 Commercial Interests | £185,900  Deployment of resources to be agreed between the Buyer and the Supplier |
| Security Architect | Redacted text under FOIA Section 43 Commercial Interests |
| Security Engineering Lead | Redacted text under FOIA Section 43 Commercial Interests |
| Senior Security Engineer | Redacted text under FOIA Section 43 Commercial Interests |

Supplier Staff Resource Profile All work by the AMS Supplier under this Call-Off Contract shall be undertaken on a time and materials basis. The Supplier Charges shall be invoiced monthly in arrears from the commencement date of the Call-off start date on an as-used basis by the Supplier. The Buyer shall validate each invoice and make payment of the same within 30 days of the date of the issue of that invoice.

Where the Parties agree that additional Supplier Staff may be required to enhance the Suppliers baseline resource profile (for example, to onboard further longer-term resources or engage specialists on a short-term basis) then this will be agreed and documented as part of the regular contract management meeting and charged in accordance with the following rate card:

|  |  |
| --- | --- |
| GRADE | RATE PER DAY EXCL. VAT |
| Partner | Redacted text under FOIA Section 43 Commercial Interests |
| Managing Consultant / Director | Redacted text under FOIA Section 43 Commercial Interests |
| Consultant / Associate Director | Redacted text under FOIA Section 43 Commercial Interests |
| Senior Consultant/Engagement Lead/Project Manager | Redacted text under FOIA Section 43 Commercial Interests |
| Consultant | Redacted text under FOIA Section 43 Commercial Interests |
| Analyst/Junior Consultant | Redacted text under FOIA Section 43 Commercial Interests |

For the avoidance of doubt, the Supplier shall not be entitled to invoice for any Charges in excess of the £185,900 baseline resource profile unless and subject to the Buyer having agreed at the regular contract management meeting to the onboarding of additional resources.

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
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### Reimbursable expenses

Expenses are not allowed under this contract

### Payment method

Monthly by BACS in arrears

### Buyer’s invoice address

Redacted text under FOIA Section 43 Commercial Interests

And also, Redacted text under FOIA Section 40, Personal Information

### FINANCIAL TRANSPARENCY OBJECTIVES

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

### Buyer’s authorised representative

Redacted text under FOIA Section 40, Personal Information

### Supplier’s authorised representative

Redacted text under FOIA Section 40, Personal Information

### Supplier’s contract manager

Redacted text under FOIA Section 40, Personal Information

### Progress report frequency

As set out above in the Call-Off deliverables section in Schedule 20, there will be a report provided weekly in respect to the contract management meeting. The frequency of which will be agreed by the Parties via the meeting.

Progress meeting frequency

As set out above in the Call-Off deliverables section in Schedule 20, there will be a report provided weekly in respect to the contract management meeting. The frequency of which will be agreed by the Parties via the meeting.

### Key staff

See Schedule 20

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

Any information the Supplier is provided with during the course of the contract may only be used in relation to the services delivered through the contract and may not be disclosed by the Supplier without the Buyer’s prior written consent.

### 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).

### 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 text under FOIA Section 40, Personal Information

Name: Redacted text under FOIA Section 40, Personal Information

Role: Redacted text under FOIA Section 40, Personal Information

Date: 14th December 2022

**For and on behalf of the Buyer**:

Signature: Redacted text under FOIA Section 40, Personal Information

Name: Redacted text under FOIA Section 40, Personal Information

Role: Redacted text under FOIA Section 40, Personal Information

Date: 14th December 2022