#

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

## Order Form

CALL-OFF REFERENCE: CCCC22A23

THE BUYER: Cabinet Office

BUYER ADDRESS 10 South Colonnade, London, E14 4PH

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS:1 New Street Square

London

EC4A 3HQ

England

REGISTRATION NUMBER:OC303675

DUNS NUMBER: 364807771

SID4GOV ID:N/A

### Applicable framework contract

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

It’s issued under the Framework Contract with the reference number RM6187 Management Consultancy Framework 3 (MCF3) Lot 2 Strategy & Policy 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 cannot be used. If the documents conflict, the following order of precedence applies:

This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

Joint Schedule 1(Definitions and Interpretation) RM6187

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 11 (Processing Data)

### Call-Off Schedules

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

 CCS Core Terms

* Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

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:**  **1st January 2023**

**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)

The deliverables in Schedule 20 are subject to the following assumptions:

* Any information relating to: Personal information (CV’s, contact details etc.); Pricing and details of Supplier’s cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions;
* An integrated BCDR Plan is not required for the purposes of these Services.
* The Short Form Security Requirements apply.
* Buyer will not require any Supplier Staff to enter into any direct confidentiality agreement(s).
* Supplier may retain Buyer/Government Data in accordance with its own internal data retention, and backup policies and procedures
* Supplier is not required to make accessible back-ups of all Buyer/Government Data, nor to provide copies to the Buyer, unless otherwise agreed with Buyer in writing.
* Buyer will notify Supplier, prior to the commencement of the Services, of any internal policies, codes, or procedures that Buyer requires Supplier to comply with.
* Supplier Staff will be entitled to any absence(s) as agreed between the Parties
* Supplier may terminate the Call-Off Contract upon written notice to Buyer if the performance of any part of the Services would conflict with law, or independence or professional rules. Supplier agrees to provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services and/or the project
* Buyer shall have sole responsibility for managing all aspects of Buyer’s business including, but not limited to, determining that the scope of the Services are appropriate for Buyer’s needs.

### 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:

£160,000.00 excl 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 £160,000 (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) |
| Principal Consultant | Redacted text under FOIA Section 43 Commercial Interests | £160,000Deployment of resources to be agreed between the Buyer and the Supplier |

All the work by the 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  |

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**

### 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.

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### 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: 15th December 2022