

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

Order Form

CALL-OFF REFERENCE:	con_21102: Review of Legacy OPG Operational Working Processes
THE BUYER:	Ministry of Justice / Office of the Public Guardian
BUYER ADDRESS	102 Petty France, London SW1H 9AJ
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place London WC2N 6RH
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 22nd August 2022.

It is issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Support for the Review of Legacy OPG Operational Working Processes.

CALL-OFF LOT(S): Lot 3 Complex and Transformation

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 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. 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.

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

Call-off start date: 22nd Aug 2022

Call-off expiry date: 20th Sept 2022

Call-off initial period: 4 weeks (in line with dates above)

Call-off deliverables: See details in Call-Off Schedule 4 (Call-Off Tender)

Security

Short form security requirements apply
and
MoJ Security Policy as appended to this Order Form

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:
[REDACTED]

Call-off charges

The Charges for the Deliverables shall be fixed on completion of successful delivery of the outcome to maximum of **[REDACTED]**

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

Reasonable expenses will be paid in line with the MoJ's Expenses Policy and are subject to Special Term 1.

Payment method

All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference. You must be in receipt of a valid PO Number before submitting an invoice.

Buyer's invoice address

**SSCL
PO Box 769
Newport
NP20 9BB**

Buyer's authorised representative

[REDACTED]

Buyer's security policy

Cyber and Technical Security Guidance, 14 December 2020, available online at:
[Security Guidance \(justice.gov.uk\)](https://www.justice.gov.uk/security-guidance).

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress meeting and report frequency

Weekly meeting with the Buyer's Authorised Representative

Key staff

[REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

Call off schedule 4 – statement of work

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

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.

Schedules

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

[REDACTED]

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]