

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

### Order Form

CALL-OFF REFERENCE:	Con_22716
THE BUYER:	<b>Secretary of State</b>
BUYER ADDRESS	Ministry of Justice 102 Petty France London SW1H 9AJ
THE SUPPLIER:	North Highland UK Ltd
SUPPLIER ADDRESS:	<b>8th and 9th Floor, 10 Bloomsbury Way, London, WC1A 2SL</b>
REGISTRATION NUMBER:	04801815
DUNS NUMBER:	804665990 Rating: IR3

### **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 21<sup>st</sup> September 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Consultancy services.

### **CALL-OFF LOT(S):**

MCF3 – Lot 1

### **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)
- 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 9 (Security)
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
  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*

[None]

**Call-off start date:** 21<sup>st</sup> September 2023

**Call-off expiry date:** 20<sup>th</sup> October 2023

**Call-off initial period:** 4 Weeks

**Call-off deliverables:**

**[REDACTED]**

### **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:

Estimated Year 1 Charges of the Contract:  
£15,000 Excluding VAT

### **Call-off charges**

**£15,000 excluding VAT**

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**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

[REDACTED]

**Buyer's invoice address**

[REDACTED]

[APinvoices-MOJ-U@gov.sscl.com](mailto:APinvoices-MOJ-U@gov.sscl.com)

[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**

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 report frequency**

Not applicable

**Progress meeting frequency**

Not applicable

**Key staff**

[REDACTED]

**Key subcontractor(s)**

Not Applicable

**Commercially sensitive information**

N/A

**Service credits**

Not Applicable

**Additional insurances**

Not applicable

### **Guarantee**

Not applicable

### **Buyer's environmental and social value policy**

Social Value Policy available online at:

Social Value Policy

Environmental Policy available online at:

Ministry of Justice and the environment - GOV.UK ([www.gov.uk](http://www.gov.uk))

### **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: [REDACTED]

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

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

### CORE TERMS

Core Terms	[REDACTED]
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### JOINT SCHEDULES

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

### CALL OFF SCHEDULES

Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 9 (Security)	[REDACTED]
Call-Off Schedule 20 (Call-Off Specification)	[REDACTED]