



Software Design and Implementation Services (RM6193)

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

Order Form

CALL-OFF REFERENCE: UKEF Financial Systems (Ledgers) and IFRS17
Calculation Engine

THE BUYER: The Secretary of State acting through the Export
Credits Guarantee Department operating as UK Export Finance

BUYER ADDRESS 1 Horse Guards Road | London SW1A 2HQ

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square, London, E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: 42-391-6167

SID4GOV ID: [Insert if known]

Framework Ref: RM6193
Project Version: v1.1
Model Version: v3.6

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **8th September 2023**.

It's issued under the Framework Contract with the reference number RM6193 for the provision of Software Design and Implementation Services.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6193
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6193**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) – the parties hereby agree that for the purposes of paragraph 12(c) of this schedule it is sufficient for the Processor to enter into a written agreement with the Subprocessor on equivalent terms as those set out in Joint Schedule 11.
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **RM6193**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
4. Call-off Schedule 23 (Supplier Furnished Terms) as follows:
 - a) Annex 3 (Part A) (Software Subscription Service (SaaS) Terms) and Annex 4 (Part A) (Software Support and/or Maintenance Terms) which both enclose the Aptitude Software Master Agreement. For the purposes of the Aptitude Software Master Agreement, the Parties agree that the Buyer is a User and the Supplier is the Client (acting as reseller). Notwithstanding this, the Buyer

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

Crown Copyright 2020

- agrees it will not do anything, in its capacity as a User under the Aptitude Software Master Agreement, to knowingly put the Supplier in breach of its obligations under the Aptitude Software Master Agreement; and
- b) Annex 3 (Part B) (Software Subscription Service (SaaS) Terms) and Annex 4 (Part B) (Software Support and/or Maintenance Terms) which both enclose the Service Specific Terms for Microsoft Dynamics 365 in pages 7 to 11 of the Service Level Agreement for Microsoft Online Services dated June 1, 2023 ("Microsoft SLA"). For the purposes of the Microsoft SLA, the Parties agree the Buyer is an end user of the software and the Supplier is a reseller of the software. As an end user of the Microsoft Dynamics 365 Platform and Services, the Buyer will comply with the terms applicable to it as an end user of the software under the Microsoft SLA and will not, in its capacity as an end user of the software under the Microsoft SLA, do anything knowingly to put the Supplier in breach of its obligations under the Microsoft SLA.
5. CCS Core Terms (version 3.0.10)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6193
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, acting reasonably) take precedence over the documents above.

No other Supplier terms are 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

1. The Supplier shall pay all costs relating to security clearances of the Supplier Staff (including any Sub-Contractor and their staff) used in the provision of the Services under the Call-Off Contract. This includes any further replacements to the Supplier Staff (including any Sub-Contractor's staff) throughout the duration of this Call-Off Contract.
2. If Supplier Non-Performance arises from an Authority Cause, the Supplier may request the Buyer consult with it (and the Buyer agrees to enter into such consultation) to discuss the Authority Cause including its root cause and impact on the Delivery of the Services and the Deliverables. The Parties will accordingly and in good faith endeavour to agree any actions or measures that will be undertaken by either Party to address and rectify any adverse impacts of the Authority Cause on the provision of the Services and Deliverables including agreeing timescales for such actions or measures or any corresponding Variation and any cost implications.
3. The Parties recognise that the Supplier's obligation to ensure any Key Role is not vacant for longer than ten (10) Working Days pursuant to paragraph 1.5.2 of Schedule 7 may be impacted by security clearances outside the control of the Supplier. If relevant, the Supplier agrees to give prompt notice of such fact to the Buyer and the Parties agree they will then, if agreed to be appropriate by both Parties, consult with each other in good faith to agree any actions or measures that will be undertaken by either Party to address and mitigate any adverse impacts of a delayed security process and vacated Key Role on the provision of the Deliverables including timescales for such actions or measures or any corresponding Variation. With further reference to the Supplier's obligation to give

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

Crown Copyright 2020

as much notice as is reasonably practicable to the Buyer of its intention to remove or replace members of Key Staff pursuant to paragraph 1.5.3 of Schedule 7, the Parties may agree to shorter notice periods from the Supplier to the Buyer based on the relevant circumstances of the Key Staff proposed to be removed or replaced by the Supplier (for example, pre-existing employment contract notice periods shorter than three months may be taken into account by the Parties in reaching such agreement).

CALL-OFF START DATE: 8th September 2023

CALL-OFF EXPIRY DATE: 7th September 2025

CALL-OFF INITIAL PERIOD: 24 months (with an option to extend for a further 12 months)

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 is £3,413,430

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be through BACs transfer. For an invoice to be approved, the Supplier will be required to reference the PO on the invoice.

Framework Ref: RM6193

Project Version: v1.1

3

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

Crown Copyright 2020

BUYER'S INVOICE ADDRESS:

UKEF.InvoicingTeam@ukexportfinance.gov.uk
UK Export Finance
1 Horse Guards Road
London
SW1A 2HQ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]@ukexportfinance.gov.uk
UK Export Finance
1 Horse Guards Road
London
SW1A 2HQ

BUYER'S ENVIRONMENTAL POLICY

The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

BUYER'S SECURITY POLICY

Security Framework Policy V1.1 Aug 2021.



Security Framework
Policy.docx

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Client Partner
[REDACTED]@kpmg.co.uk
15 Canada Square, London, E14 5GL

[REDACTED]
[REDACTED]@kpmg.co.uk
15 Canada Square, London, E14 5GL

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]@kpmg.co.uk
15 Canada Square, London, E14 5GL

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

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

Crown Copyright 2020

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of the week following which the Progress Report is due to be delivered.

KEY STAFF

[REDACTED]	Partner Oversight
[REDACTED]	Programme Director
[REDACTED]	Design Oversight SME
[REDACTED]	D365 Lead Architect (GL)
[REDACTED]	Quality Oversight

KEY SUBCONTRACTOR(S)

Aptitude Software Limited

www.aptitudesoftware.com

128 Queen Victoria Street, London EC4V 4BJ

COMMERCIALLY SENSITIVE INFORMATION

As defined in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE LEVELS

The Service Period is: one Month

A Critical Service Level Failure is:

See Call-Off Schedule 14 (Service Levels)

- Failure to meet the Service Level Performance Measure for 3 or more Service Level Performance Criterion in a given Service Period (monthly); or,
- Failure to meet the same Service Level Performance Measure over 3 consecutive Service Periods: or,

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2020

- Any Service Level Threshold has not been met

ADDITIONAL INSURANCES

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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Partner	Role:	Director of Resources
Date:	8th September 2023	Date:	08 September 2023