

Order Form and Call-Off Schedules

Order Form

CALL-OFF REFERENCE:	CCCC23A02
THE BUYER:	Crown Commercial Service
BUYER ADDRESS	The Capital Building, Old Hall St, Liverpool L3 9PP
THE SUPPLIER:	PricewaterhouseCoopers LLP
SUPPLIER ADDRESS:	1 Embankment Place, London WC2N 6RH,
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22/02/2023. It's issued under the Framework Contract with the reference number RM6188 for the provision of health assurance auditing services.

CALL-OFF LOT(S):

Lot 4- Other Independent Assurance

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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o [Joint Schedule 7 (Financial Difficulties)
 - o Joint Schedule 10 (Rectification Plan)

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- o Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **[CCCC23A02]**
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 4 (Tender)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (Service Levels)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o [Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
 - o [Call-Off Schedule 4 (Call-Off Tender)

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

The following Special Terms are incorporated into this Call-Off Contract:

1) Amendment to Call Off Schedule 8 (Business Continuity and Disaster Recovery)

At present paragraph 2.2 states At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"),

Should be Within thirty (30) Working Days after the Start Date of the contract the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"),

2) Call Off Schedule 9 Security: At clause 6.3, the following reference is removed and will not apply: "(including penetration tests)"

2) Call Off Schedule 9 Security: The following clauses shall be amended as follows:

Clause 6.2

This will need to be mutually agreed between the parties.

Clause 6.3

The Authority agrees that penetration testing will not be conducted during the life of this Contract.

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Clause 8.2.1(f)

Please note that certain information may be deemed internal and confidential and may not be shared with clients. The Supplier can provide information regarding the forensic analysis used to determine the root cause, the measures implemented for remediation and the steps undertaken to prevent recurrence.

Clause 9.3 The Supplier's time frame for 'others' is 90 days.

Clause 9.5.5

Please be aware this is not information the Supplier would be able to provide to clients. The Supplier can provide written confirmation that it has in place vulnerability management standards and that such scans are performed regularly (for examples - we can meet up and discuss the process but cannot share the scan results).

Clause 9.5.8

All potential threats will be communicated to the Buyer by the Supplier and will be accompanied by mitigation controls where the threat could affect the client data stored by the Supplier.

3) The Security Clearance level requirement for Supplier staff is BPSS level only.

4) Joint Schedule 11 (Processing Data): In common with most professional service providers, the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. The Supplier and its third party service processors have host servers and data centres throughout the world. The Supplier puts in place contractual arrangements with such processors which comply with data protection law and the Supplier's strict standards of security and confidentiality. The Supplier would only transfer personal data outside the UK or European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how the Supplier uses personal data can be found in its privacy notice at: <https://www.pwc.co.uk/who-we-are/privacy-statement.html>. The Supplier confirms that data will not be transferred to or through countries listed as restricted by UK Government as detailed at: <https://www.gov.uk/guidance/current-arms-embargoes-and-other-restrictions>

The Relevant Authority should not provide the Supplier with personal data unless the Call Off Contract requires the use of it or the Supplier requests it from the Relevant Authority. In respect of any personal data that the Relevant Authority does share with the Supplier, the Relevant Authority should ensure that it has necessary authority from relevant data subjects for the Supplier to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.

3) The Security Clearance level requirement for Supplier staff is BPSS level only.

CALL-OFF START DATE: 24 April 2023, subject to contract execution by both parties.

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CALL-OFF EXPIRY DATE: The expiry date of the initial term will be one year after the Start Date

CALL-OFF INITIAL PERIOD: One year.

CALL-OFF OPTIONAL EXTENSION PERIOD – One (1) period of One (1) year**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

SECURITY

Part B Long form security requirements apply.

See further details relating to security requirements in Section 16 of Call Off Schedule 20 – Specification and Call-Off Schedule 9 (Security).

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 REDACTED TEXT under FOIA Section 43 Commercial Interests.

CALL-OFF CHARGES

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

Call-Off charges are firm for the duration of the initial term of the Contract (1 year) and the optional extension period (1 year).

REIMBURSABLE EXPENSES

None permitted.

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PAYMENT METHOD

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

The Supplier must provide a consolidated invoice on a monthly basis by email as confirmed by the Authority.

Payment of invoices will be made within 30 days of the consolidated invoice date, subject to them being correct, containing the requirement information and in the required format.

BUYER'S INVOICE ADDRESS:

Supplier Invoices

Crown Commercial Service

The Capital, 8th Floor Old Hall Street,
Liverpool,
L3 9PP
supplierinvoices@crownccommercial.gov.uk.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/carbon-reduction-policy/carbon-reduction-policy>

<https://www.crownccommercial.gov.uk/buy-and-supply/making-responsible-decisions/sustainability/>

BUYER'S SECURITY POLICY

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE:

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER:

REDACTED TEXT under FOIA Section 40, Personal Information

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PROGRESS REPORT FREQUENCY:

Monthly by the fifth (5th) working day of each calendar month.

PROGRESS MEETING FREQUENCY:

As stated in Call Off Schedule 15.

KEY STAFF:

REDACTED TEXT under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S):

Subcontracting/ the Supplier Firms - The Supplier's teams may include contractors (which may include those operating through their own companies) as well as the Supplier's staff.

The Supplier has no current need to use sub-contractors for this contract but will provide details as and when any such sub-contractors are identified.

COMMERCIALLY SENSITIVE INFORMATION:

As per described in accordance to Joint schedule 4 (Commercially Sensitive information)

SERVICE CREDITS:

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 5% of each total monthly invoice sum.

The Service Period is: One month (first day of the month to last day of the month).

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)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	