C253842 UKHSA Accounts Assurance Requirement

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

Order Form

CALL-OFF REFERENCE: Contract reference C253842 / PRO6156

THE BUYER: United Kingdom Health Security Agency

BUYER ADDRESS: 10 South Colonnade,

Canary Wharf,

London, E14 5EA

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 25th April 2024.

It's issued under the Framework Contract with the reference number RM6187 for the provision of UKHSA Accounts Assurance.

CALL-OFF LOT:

Lot 4, Finance

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

Call-Off Schedules

- Call-Off Schedule 7 (Key Supplier Staff) Optional
- Call-Off Schedule 9 (Security) Optional
- Call-Off Schedule 15 (Call-Off Contract Management) Optional
- Call-Off Schedule 20 (Call-Off Specification) Optional
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) Mandatory
- 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

Special Term 2 – The Supplier must ensure that a BPSS for all staff is submitted, with an update provided within 4 weeks of commencement of work. Confirmation of BPSS should be emailed to the Strategy Lead.

Special Term 3 - The Buyer may instruct the Supplier to stop Supplier Staff for working on the Contract where confirmation of BPSS is not provided within 4 weeks of commencing work under the Contract.

Call-off start date: 23rd April 2024

Call-off expiry date: 31st January 2025

Call-off initial period: 10 months

Call-off deliverables:

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

Security

Short form security requirements apply

And Buyer's security policy

Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

DATA PROTECTION OFFICER:

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: £952,000 (Exclusive of VAT)

Call-off charges

The Charges for this contract are up to: £952,000 (Exclusive of VAT) See details in Call-Off Schedule 5 (Pricing Details)

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

Reimbursable expenses

Supplier's fee is to be inclusive of all expenses

Payment method

Invoices will be paid monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier.

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Any queries regarding an outstanding payment please contact our Accounts Payable section either by email or in writing to:

BUYER'S INVOICE ADDRESS:

Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG

UKHSA VAT No: GB888851648

Framework: RM6187 Model version: v3.7

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative	
Supplier's authorised representative	
Supplier's contract manager	
Progress report frequency	
Progress meeting frequency	
Key staff	



Key subcontractor(s)

N/A

Commercially sensitive information

As per Joint Schedule 4 (Commercially Sensitive Information)

Service credits

Not applicable

Additional insurances

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

Guarantee

Not applicable

Buyer's environmental and social value policy

Environmental and sustainability policy - GOV.UK (www.gov.uk)

CCS social value policy - GOV.UK (www.gov.uk)

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 beha	If of the Supplier:		
— DocuSigned by:			
Date Signed:	10 May 2024		
Zate eighten.			

For and on be	half of the Buyer:		
DocuSigned by	<i>I</i> :		
Date Signed:	13/5/24		