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APPENDIX C – TERMS AND CONDITIONS

**THE PROVISION OF EXTERNAL SUPPORT TO COLLABORATE
WITH INDUSTRY AND EXTERNAL ORGANISATIONS ON THE
CRITICAL SKILLS CHALLENGE FACING THE DEFENCE SECTOR**

TO

THE MINISTRY OF DEFENCE

FROM

Ernst & Young LLP

CONTRACT REFERENCE: CCCC18A99

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY FRAMEWORK AGREEMENT (RM3745)

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of External Support to Collaborate with Industry and External Organisations on the Critical Skills Challenge Facing the Defence Sector dated day 21st November 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	<i>To be advised by Contracting Authority post award</i>
From	Ministry of Defence ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 26 th November 2018
1.2.	Expiry Date: End date of Initial Period: 31 st March 2019 End date of Extension Period: 30 th April 2019 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

Contract: The Provision of External Support to Collaborate with Industry and External Organisations on the Critical Skills Challenge facing the Defence Sector
Contract Reference: CCCC18A99

3.1.	Project Plan: (In Call Off Schedule 4 (Project Plan))
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: (Statement of Requirements section 16)
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> – Supplier Lead Contact <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> – Customer Lead Contact
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): Not Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses:</p> <p>The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the MOD expenses policy.</p> <p>The base location for the services shall be MOD, [REDACTED]. Day rates submitted will be inclusive of travel to the base location.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing):</p> <p>MoD [REDACTED] [REDACTED] [REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>4 months 2 weeks (26th November 2018 to 31st March 2019). Option to extend by a further 1 month.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £495,970.00 (Exc VAT)*</p> <p>[REDACTED].</p>
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7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms):
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms):
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: <i>To be complete at Contract award</i> (details from tender response)

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 29 th October 2018 Recital D - date of receipt of Call Off Tender: 12 th November 2018
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):

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	Not required
10.3	Security: Long form security requirements applied
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 10 working days
10.7	NOT USED
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): Customer’s postal address and email address: Ministry of Defence, [REDACTED] Supplier’s postal address and email address: Ernst & Young LLP. [REDACTED] [REDACTED]
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer’s postal address and email address: Ministry of Defence, [REDACTED] [REDACTED] Supplier’s postal address and email address: Ernst & Young LLP [REDACTED] [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism): See MoD Defcons in Schedule 16 & MoD Specific Clauses
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)

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10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No additional clauses shall apply.

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	██████████, ASSOCIATE PARTNER
Signature	████████████████████
Date	22/11/2018

For and on behalf of the Customer:

Name and Title	██████████
Signature	████████████████████
Date	22.11.18