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Commercial
Service

**Provision of a P3M Partner to Support the Army Portfolio Office
Transformation and P3M Capability Development**

To

Ministry of Defence (MOD)

From

PA Consulting Services Ltd

Contract Reference: CCCC19A28

FRAMEWORK SCHEDULE 4

**CALL OFF ORDER FORM AND CALL OFF TERMS FOR THE MANAGEMENT CONSULTANCY
FRAMEWORK AGREEMENT (RM6008)**

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the Provision of Management Consultancy Framework Two dated 4th September 2018.

This Call Off Order Form is for the Provision a P3M Partner to support the Army Portfolio Office Transformation and P3M Capability Development dated 9th September 2019.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be advised by Contracting Authority post award
From	The Ministry of Defence ("CUSTOMER")
To	PA Consulting Services Ltd ("SUPPLIER")
Date	9th September 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 9 th September 2019
1.2.	Expiry Date: End date of Initial Period: 8 th September 2022

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 Annex 1: The Services
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3. PROJECT PLAN

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

4.1.	<p>Standards:</p> <p>Please see Section 12 Quality & 15 Service Levels and Performance within the Statement of Requirements in Call Off Schedule 2 Annex 1: The Services</p> <p>Please also see SQARC below:</p> <div style="text-align: center;">  SQARC </div>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>See Attachment 3 (Statement of Requirements) – Section 12 Quality and Section 13 Price. Please note that incentivisation payments are based on successfully achieving sustainable P3M levels as stated.</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p> <p>As per Statement of Requirements Section 15 –Service Levels and Performance specifically 15.4 & 15.5</p> <p>“Where the Provider fails to deliver the required performance, the Authority will raise concerns formally through the Hd PfO to the Supplier. The Provider will be expected to produce a Service Recovery Plan of no more than three months which will then be instigated.</p> <p>Where the Provider fails to produce a Service Recovery Plan or fails to deliver agreed Service Recovery Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in attachment 5 Call Off order Form and Terms and Conditions.”</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <p>Customer:</p> <p>Redacted</p> <p>Supplier:</p> <p>Redacted</p>
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5.2	Relevant Convictions (Clause 28.2 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)
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: The base location for this requirement is Redacted. Travel to this location must be included in the bid submission. Any expenses outside of this must be pre-agreed in advance with the Contracting Authority and will be chargeable at standard MOD rates.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Three Call Off Contract Years from the Call Off Commencement Date 28 th August 2019 to 27 th August 2022.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 28 th February of each Call Off Contract Year during the Call off Contract Period. Also see document 20190730 – Response to precontract award in Call Off Schedule 16: Call Off Tender
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Redacted For the avoidance of doubt, the total contract value shall not exceed a total of £12,122,038.00 (excluding VAT) this is comprised of a capped cost of £redacted (excluding VAT) and a potential maximum incentivisation bonus of £redacted
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	(excluding VAT). The incentive will be paid in relation to successful achievement of maturity progression. No minimum spend is guaranteed.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: As per Statement of Requirements Section 15 – Service Levels and Performance specifically 15.4 & 15.5 “Where the Provider fails to deliver the required performance, the Authority will raise concerns formally through the Hd PfO to the Supplier. The Provider will be expected to produce a Service Recovery Plan of no more than three months which will then be instigated. Where the Provider fails to produce a Service Recovery Plan or fails to deliver agreed Service Recovery Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in attachment 5 Call Off order Form and Terms and Conditions.” In Call Off Schedule 9: Exit Management

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied.
9.2	Commercially Sensitive Information: NA

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E
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	Recital C - date of issue of the Statement of Requirements: 4 th June 2019 Recital D - date of receipt of Call Off Tender: 25 th June 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply. See Security Aspects Letter and Annex N Below: <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  SAL </div> <div style="text-align: center;">  Annex N </div> </div>
10.4	ICT Policy: 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 N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address: Redacted e-mail: Redacted Supplier’s postal address: Redacted e-mail: Redacted
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Call Off Schedule 15 (MOD Defcons and Deforms) shall apply’. Clause 60 of Call Off Schedule 14 shall apply (Access to MOD Sites).
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)

10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 <u>Customer Data Protection Officer</u> Name: Redacted Email: Redacted <u>Supplier Data Protection Officer</u> Name: Email:

Contract Reference:	CCCC19A28
Date:	9 th September 2019
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	To ensure the data is only utilised to carry out the services for this contract.
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation

	<p>Tenure Information Qualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
Categories of Data Subject	

10.16 MOD DEFCONs and DEFFORM (Schedule 15)

The following MOD DEFCONs form part of this Call Off Contract:
DEFCONs

DEFCON No	Description
DEFCON 76	Contractor's Personnel at Government Establishments
DEFCON 531	Disclosure of Information
DEFCON 532B	Protection of Personal Data
DEFCON 539	Transparency
DEFCON 566	Change of Control of Contractor
DEFCON 620	Contract Change Control Procedure
DEFCON 625	Co-operation on Expiry of Contract
DEFCON 642	Progress meetings
DEFCON 658	Cyber
DEFCON 703	Intellectual Property Rights - Vesting in the Authority

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	Redacted
Signature	Redacted
Date	06/09/2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	06/09/2019