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Crown Commercial Service

Call Off Order Form for Management Consultancy Services

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **MDICP Bridging External Assistance** dated **23 April 2021**.

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	DSCOM/CB/2251
From	Ministry of Defence – UK Strategic Command ("CUSTOMER")
To	Deloitte/Warner McCall ("SUPPLIER")
Date	26/04/2021 ("DATE")

SECTION B**1. CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: 26/04/2021
1.2.	Expiry Date: End date of Initial Period: 30/07/2021 End date of Extension Period: Not Applicable Minimum written notice to Supplier in respect of extension: Not Applicable

2. SERVICES

2.1.	Services required: In accordance with the SOR attached at Annex A.
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3. PROJECT PLAN

3.1.	Project Plan: Not Applicable
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applied	<i>Not applicable.</i>
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable.</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable.</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan: Not Applicable	<i>Not applicable.</i>

5. PERSONNEL

5.1	Key Personnel: In accordance with Annex B
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applicable

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) The total contract value shall be £268.8k Ex VAT.
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) Payment via CP&F.
6.3	Reimbursable Expenses: Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

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	In accordance with information listed on CP&F for Deloitte MCS Limited
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not applicable
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: Not Applicable
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	Estimated Year 1 Call Off Contract Charges: Not Applicable
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Not Applicable
7.3	Insurance (Clause 38.3 of the Call Off Terms): Not Applicable

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:

	Not applied
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9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable
9.2	Commercially Sensitive Information: To be advised by supplier upon call-off signature if applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: In accordance with the Statement of Requirement at Annex A.
10.4	ICT Policy: In accordance with the Statement of Requirement at Annex A.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: Not Applicable
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): To be agreed if required.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: MOD Abbey Wood NH3, Cedar 3C #3351 Bristol BS348JH REDACTED Supplier's postal address and email address:

	Deloitte/Warner McCall Deloitte LLP 1 New Street Square London EC4A 3HQ United Kingdom 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: Not Applicable
10.12	Call Off Tender: Not Applicable
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender)
10.15	Processing Data Call Off Schedule 17

Contract Reference: DSCOM/CB/2251	
Date:	23/04/2021
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,

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Duration of the processing	For the duration of the Framework Contract plus 7 years.	
Nature and purposes of the processing		
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & training history Previous work history Personal Interests References and referee details Driving license details National insurance number Bank statements Utility bills Job title or role Job application details	

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	<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	<p>MOD DEFCONs and DEFFORM</p> <p>Call Off Schedule 15 – In accordance with the Framework Agreement</p>	

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	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED