



Crown
Commercial
Service

The Provision of Covid-19 Consultancy Support

To

Cabinet Office

From

Newton Europe Limited

Contract Reference: CCCC20A37

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 Services dated **04 September 2018**. This Call Off Order Form relates to The Provision of Covid-19 Consultancy Support.

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 confirmed following contract award
From	Cabinet Office ("CUSTOMER")
To	Newton Europe Limited ("SUPPLIER")
Date	06.04.2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Saturday 21 st March 2020
1.2.	Expiry Date: End date of Initial Period: 20 th September 2020 End date of Extension Period: 20 th December 2020 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1.	<p>Services required:</p> <p>Statement of Requirements</p> <p>Background</p> <p>The Covid-19 pandemic will require Number 10 (Client) to have the visibility and capability to make rapid and targeted decisions with far-reaching impact. The Client seeks to engage the services of a consultancy firm (Supplier) to support it in responding to the challenges posed by Covid-19.</p> <p>Overview of requirement</p> <p>The Supplier shall provide the following services described or as otherwise agreed between the parties (Services) to support the Contracting Authority in responding to the challenges posed by Covid-19.</p> <p>The scope of the Services shall be refined and agreed between the parties, but will include the provision of advice and support to the Contracting Authority (including other Government functions/departments where appropriate), through the provision of Supplier resources who shall work with the Contracting Authority to:</p> <ul style="list-style-type: none"> • Provide targeted support in relation to the national level Covid-19 response; and • Assist the Contracting Authority in other areas as agreed between the parties. <p>The Services will be provided initially by two full-time (2) Supplier consultants, though this number may flex up to ten (10) Supplier consultants as agreed in writing between the parties. The Supplier consultants, save as otherwise agreed, will be based at 9 Downing Street with the Contracting Authority. The Supplier may engage suitably experienced sub-contractors to assist in the delivery of the Services if it considers this to be appropriate.</p> <p>The following KPI/SLA shall apply:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="text-align: center;">KPI/SLA</th> <th style="text-align: center;">SERVICE AREA</th> <th style="text-align: center;">KPI/SLA DESCRIPTION</th> <th style="text-align: center;">TARGET</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Customer Service</td> <td>Respond to email/communication from the contracting authority within 24 hours.</td> <td style="text-align: center;">98%</td> </tr> </tbody> </table>	KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET	1	Customer Service	Respond to email/communication from the contracting authority within 24 hours.	98%
KPI/SLA	SERVICE AREA	KPI/SLA DESCRIPTION	TARGET						
1	Customer Service	Respond to email/communication from the contracting authority within 24 hours.	98%						

3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan upon request.</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Cabinet Office: REDACTED Newton Europe Limited: REDACTED
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): The value of the contract is up to £2,000,000.00, as this is a call off contract this spend is not guaranteed. These rates are to remain firm for the duration of the contract including any contract extensions. REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment shall be made on a monthly basis, payment can only be made following satisfactory delivery of pre-agreed deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

6.3	Reimbursable Expenses: The base location for the services shall be: Cabinet Office 70 Whitehall Westminster SW1A 2AS Expenses to and from the base location shall be included within the supplier's rate card. Expenses outside of the base location will be in line with the Cabinet Office's Travel and Subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Cabinet Office REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term including any extension options.
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: Up to the sum of £2,000,000.00 excluding VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In line with clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):
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	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: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The proposal submission including the commercial information submitted by the supplier is considered commercially sensitive information.

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: The Cabinet Office Security requirements shall apply
10.4	ICT Policy: The Cabinet Office ICT Policy will apply
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract.
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Refer to clause 35.2.3 of the Call Off Terms
10.8	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address: 70 Whitehall

	Westminster SW1A 2AS Supplier's postal address: Unit 2 Kingston Bagpuize Business Park Abingdon OX13 5FE										
10.9	Transparency Reports In Call Off Schedule 13 (Transparency Reports)										
10.10	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable										
10.11	Call Off Tender: REDACTED										
10.12	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms										
10.13	Staff Transfer Not applicable										
10.14	Processing Data Call Off Schedule 17 Cabinet Office Data Protection Officer: REDACTED										
<table border="1"> <tr> <td>Contract Reference:</td> <td>CCCC20A37</td> </tr> <tr> <td>Date:</td> <td>06.04.2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit</td> </tr> </table>		Contract Reference:	CCCC20A37	Date:	06.04.2020	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
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	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		
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certific</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 condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p>	
Categories of Data Subject		
10.15	MOD DEFCONs and DEFFORM	
	Not applicable	

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	06.04.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	06.04.2020