

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

MODERN SLAVERY CONTRACT PRIORITISATION

BETWEEN MINISTRY OF JUSTICE AND ERNST & YOUNG LLP

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 **Consultancy Services for Transition Period Contingency Planning** dated **04 September 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 Template Call Off Order Form and the Call Off Terms.

Order Number	CON_19322
From	Secretary of State for Justice ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	16 th July 2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 19 th July 2021
1.2.	Expiry Date: 18 th October 2021 End date of Initial Period: 18 th August 2021 End date of Extension Period: None

2. SERVICES

2.1.	<p>The scope of the Call-Off Contract is to complete the prioritisation of all gold, silver and selected bronze contracts in terms of identifying the risk of modern slavery occurring in their operations. This will enable the identification of their risk status as either high, medium or low.</p> <p>The Supplier shall primarily use the Home Office developed prioritisation tool, reviewing contracts in order to answer the questions contained within the Tool. The final high, medium or low rating will then be verified with the respective Contract Manager/Deputy Director or SBO.</p> <p>The providers of services under contracts that are identified as high risk will be asked to complete the Modern Slavery Assessment Tool (MSAT) (or provide a copy of the completed MSAT if the supplier has already completed it).</p> <p>The supplier will provide a summary of the results for inclusion in the MoJ Modern Slavery Statement and will instigate the use of a process to prioritise all newly awarded contracts going forward.</p> <p>The Supplier shall deliver the services broadly in accordance with the proposal at Appendix A. The Supplier Representative and the Customer Representative shall agree the details of the approach during the mobilisation stage.</p>
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3. PROJECT PLAN

3.1.	<p>The Supplier shall deliver the Service broadly in accordance with the plan set out in Annex A.</p> <p>The Supplier Representative and the Customer Representative shall agree the milestone date during the mobilisation stage.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>Not applied</p>
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>Through regular updates to the Customer Representative, compared against plans and milestones</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	Key Personnel: Ernst & Young: [REDACTED] [REDACTED] Ministry of Justice: [REDACTED] [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

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 value of the Call-Off Contract is £60,000 exc VAT
6.2	Payment terms/profile In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Newport SSCL – Ministry of Justice PO Box 743 Newport NP10 8FZ
6.5	Call Off Contract Charges fixed for The term of the Call-Off Contract
6.6	Supplier periodic assessment of Call Off Contract Charges Not applicable
6.7	Supplier request for increase in the Call Off Contract Charges Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 60,000
7.2	Supplier's limitation of Liability In Clause 37.2.1 of the Call Off Terms
7.3	Insurance In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default In Clause 42.2 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 applied
9.2	Commercially Sensitive Information: In Clause 35.4.6 (Transparency and Freedom of Information)

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: 5 June 2020 Recital D - date of receipt of Call Off Tender: 22 June 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms):

	Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data 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 and email address: Ministry of Justice, 102 Petty France, London SW1P 9AJ Supplier's postal address and email address: Ernst & Young LLP, 1 More Place, London SE1 2AF
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 used
10.12	Call Off Tender: In Schedule 16 (Call Off Tender)
10.13	Publicity and Branding 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

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]

Appendix A

[REDACTED]