



**Crown
Commercial
Service**

**Provision of Financial Advisors
for the Operator of Last Resort**

TO

Department for Transport

From

Ernst & Young LLP

Contract Reference: CCCC19A35

FRAMEWORK SCHEDULE 4

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

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 **RM3745** dated 4th September 2017.

This Call Off Contract is for the provision of **Financial Advisors for the Operator of Last Resort**.

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	[to be completed post contract award]
From	Department for Transport ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 2 nd December 2019
	Expiry Date: 1 st December 2021 End date of Extension Period: 1 st December 2022 Minimum written notice to Supplier in respect of extension: 14 days

SERVICES

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

3.1.	Project Plan: Call Off Schedule 2 Annex 1: The Services, Section 7 (Key Milestones and Deliverables)
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CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply. Call Off Schedule 2 Annex 1: The Services, Section 12 (Quality)
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: <u>Customer:</u> REDACTED <u>Supplier:</u> REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT):
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	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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) Call Off Schedule 2 Annex 1: The Services, Section 17 (Payment and Invoicing)</p>
6.3	<p>Reimbursable Expenses:</p> <p>Permitted (but see below)</p> <p>The base location for the services is the Department for Transport, Albany House, 9498 Petty France, London, SW1H 9EA, therefore all travel and subsistence to this location must be included in the supplier's rates.</p> <p>The Authority will not reimburse other overhead costs incurred e.g. printing, holding meetings at Provider premises etc.</p> <p>Any costs associated with travel to other locations will be subject to the Department for Transport's prior approval and will be in line with its standard Travel and Subsistence arrangements.</p> <p>The Authority considers the task of recording, tracking and reporting the time/cost incurred in delivering the requirements a part of the administration duties of the supplier and will not reimburse time/cost incurred in delivering this requirement.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)).</p> <p>You will be issued with a Purchase Order number for this contract and will need to quote this number on all invoices, which should be submitted directly to:</p> <p style="padding-left: 40px;">Accounts Payable, Shared Services Arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA.</p> <p>Invoices received without the correct Purchase Order Number are likely to be returned to you and will delay receipt of payment.</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the Call Off Contract from the Award Date including all extension options</p>
6.6	<p>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:</p> <p>Not Applied</p>

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
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LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The contract value for Year 1 shall be up to the value of £4,000,000.00 excluding VAT.
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 Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
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9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR.</p> <p>The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.</p>
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OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B</p> <p>Recital C - date of issue of the Statement of Requirements: 27th August 2019</p> <p>Recital D - date of receipt of Call Off Proposal: 25th September 2019</p>
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>Short form security requirements</p> <ul style="list-style-type: none"> In addition to the short form security requirements all data breaches impacting client data must be reported to the FRAM Lead, Contract Manager and relevant Project Managers within <u>48 hours of the event</u> (earlier wherever possible). Paper copies of sensitive information should be kept to an absolute minimum and electronic devices must be properly encrypted. The supplier is required to take all reasonable steps to require suitable protection of and keep confidential all information received as part of this contract including, as necessary, limits on access to IT systems and password. The supplier should also note that all staff they supply or intend to supply who have regular access to or will be based at the Authorities premises have complied with the Authorities baseline personnel Security Standard (BPSS). <p>https://www.gov.uk/government/publications/security-policy-framework</p> <p>The Supplier shall comply with the signed NDA.</p>
10.4	<p>ICT Policy:</p> <p>Not applied</p>

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 N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Section 10.15 of this Order Form shall apply
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer’s postal address and email address: REDACTED Supplier’s postal address and email address: REDACTED
10.10	Transparency Reports (Call Off Schedule 13) Not applied

10.11	<p>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):</p> <p>Clauses 34.1.4 and 34.10 will only apply to Project Specific IPR Items which have been specifically commissioned by the Customer to be characterised as Open Source and which the Supplier and the Customer have agreed in this Call Off Order Form will be designated as such.</p> <p>Subject to applicable law, the Supplier may provide information provided by the Customer ("Client Information") to other members of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity, the Supplier's or other EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively "Process") in various jurisdictions in which they operate for purposes related to:</p> <ol style="list-style-type: none"> 1) the provision of the Services; 2) complying with regulatory, and legal obligations to which the Supplier is subject; 3) conflict checking; 4) risk management and quality reviews; and 5) internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes"). The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf. <p>For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or</p>
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	<p>identifiable natural persons (“Personal Data”) in various jurisdictions in which they operate (EY office locations are listed at www.ey.com<http://www.ey.com>). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr<http://www.ey.com/bcr>>). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 5 sub-sections (2), (3), (4) and (5)</p> <p>The Customer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.</p> <p>If the Supplier is liable to the Customer (or to any others for whom Services are provided) under this Call Off Contract or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the Supplier’s liability to the Customer shall be several, and not joint, with such others, and shall be limited to its fair share of that total loss or damage, based on its contribution to the loss and damage relative to the others’ contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of the Supplier’s proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.</p>
10.12	<p>Call Off Tender (Schedule 15 (Call Off Tender))</p> <p>Supplier’s proposal embedded below:</p> <p>REDACTED</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Clause 36.3.2 shall apply</p>
10.14	<p>Staff Transfer</p> <p>Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data (Call Off Schedule 17)</p>

	1. The contact details of the Customer Data Protection Officer is: REDACTED	
	2. The contact details of the Suppliers Data Protection Officer is: REDACTED	
	3. The Processor shall comply with any further written instructions with respect to processing by the Controller.	
	4. Any such further instructions shall be incorporated into this Schedule.	
	Contract Reference:	CCCC19A35
	Date:	2nd December 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 Award plus 7 years.
Nature and purposes of the processing	Not Applicable	
Type of Personal Data	Not Applicable	
Categories of Data Subject	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	10 December 2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	11/12/19