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**Attachment 5a- Contract Call Off Order Form**

Contract Reference: CCCC19A23

PROVISION OF FUTURE DIO PROGRAMME MANAGEMENT AND PMO 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 Agreementfor the provision of Future DIO Programme Management and PMO Services dated 13th June 2019**(Contract Signature Date)**

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 | **Ministry of Defence**  **("CUSTOMER")** |
| To | **PA Consulting Services Ltd**  **("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: Monday 17th June 2019 |
|  | **Expiry Date**:  End date of Initial Period: Wednesday 16th December 2020  End date of Extension Period: Thursday 16th December 2021  Minimum written notice to Supplier in respect of extension: 30 days |

1. Services

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| 2.1. | **Services required**:  In Call Off Schedule 2 (Services) |

1. PROJECT Plan

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| --- | --- |
| **3.1.** | **Project Plan**:  Not Applied |

1. contract performance

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| **4.1.** | **Standards**:  In Clause 11 of the Call Off Terms |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  Performance will be monitored on a monthly basis. The plan for each month will be defined and agreed in advance in the previous month and will be reported on following completion of each month demonstrating deliverables completed. A review meeting will be held on the first working day of the month to confirm performance and provide evidence for invoicing. |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
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| **5.1** | **Key Personnel**:  Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not Applied |

1. PAYMENT

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| **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):  Payment will follow the attached profile using CP&F:  **Redacted** |
| **6.3** | **Reimbursable Expenses**:  All expenses incurred by the contactor in fulfilling their obligations at the designated places of work are not reimbursable. When required by the customer to travel to sites other than the designated places of work, expenses incurred will be reimbursable in line with MOD expenses policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  DIO Head Office, 23 Kingston Road, Sutton Coldfield. B75 7NY |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  30 months from the Call Off Commencement Date. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing))will be carried out on:  Not Applied |
| **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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  For the avoidance of doubt, the approved maximum cost of this contract shall not exceed £4,570,000.00 (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 38.3 of the Call Off Terms):  In Clause 38.3 of the Call Off Terms |

1. TERMINATION and exit

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| **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 |

1. supplier information

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

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements:3rd May 2019  Recital D - date of receipt of Call Off Tender:20th May 2019 |
| **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**:  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 Not Applied |
| **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 and email address: DIO Transformation and Change, Defence Infrastructure Organisation, Kingston Road, Sutton Coldfield, B75 7RL  **Redacted**  Supplier’s postal address and email address: PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN  **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:**  Clause 60 shall apply. Refer to Schedule 15 DEFCON’s and DEFORM’s. |
| **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**  Not Applied |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
| **10.16** | **DEFCONs and DEFFORMs** |
|  | DEFCON 76 [Contractor's Personnel At Government Establishments [36KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/076.pdf)  DEFCON 90 [Copyright [15KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/090.pdf)  DEFCON 127 [Price Fixing Condition For Contracts Of Lesser Value [21KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/127_1214.pdf)  DEFCON 501 [Definitions And Interpretations [26KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/501_1117.pdf)  DEFCON 514 [Material Breach [16KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/514_0815.pdf)  DEFCON 520 [Corrupt Gifts And Payments Of Commission [56KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/520_0518.pdf)  DEFCON 522 [Payment and Recovery of Sums Due [50KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/522_1117.pdf)  DEFCON 529 [Law (English) [11KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/529.pdf)  DEFCON 531 [Disclosure Of Information [26KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/531_1114.pdf)  DEFCON 538 [Severability [11KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/538.pdf)  DEFCON 566 [Change Of Control Of Contractor [36KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/566_1218.pdf)  DEFCON 604 [Progress Reports [12KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/604_0614.pdf)  DEFCON 609 [Contractor's Records [19KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/609_0818.pdf)  DEFCON 625 [Co-Operation On Expiry Of Contract [11KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/625.pdf)  DEFCON 642 [Progress Meetings [16KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/642_0614.pdf)  DEFCON 647 [Financial Management Information [12KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/647_0419.pdf) and [Financial Management Information Annex A and B [147KB XLS]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/xls/647_ann_0419.xls)  DEFCON 656A [Termination for Convenience – Under £5M [16KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/656A_0816.pdf)  DEFCON 660 [Official-Sensitive Security Requirements [19KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/660_1215.pdf)  DEFCON 681 [Decoupling Clause - Subcontracting With The Crown [11KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/681.pdf)  DEFCON 703 [Intellectual Property Rights - Vesting In The Authority [25KB PDF]](http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/703_0813.pdf) |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC19A23** |  |  | | **Date:** | **11th June 2019** |  |  | | **Description Of Authorised Processing** |  |  |  | | Identity of the Controller and Processor:  **Redacted** | 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 |  |  |  | | Type of Personal Data | Full name  Worplace 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 | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | Photographic Facial Image | | Biometric data | | Birth certificates | | IP Address | | Details of physical and psychological health or medical condition | | Next of kin & emergency contact details | | Record of absence, time tracking & annual leave | |  |  | | Categories of Data Subject |  |  |  | | |

**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.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | **Redacted** |
| Signature | **Redacted** |
| Date | 17 June 2019 |
| **For and on behalf of the Customer:** | |
| Name and Title | **Redacted** |
| Signature | **Redacted** |
| Date |  |