

FRAMEWORK SCHEDULE 4

**GRANTS & PROGRAMMES SERVICES CALL OFF ORDER FORM AND GRANTS &
PROGRAMMES SERVICES CALL OFF TERMS**

PART 1 – GRANTS & PROGRAMMES SERVICES 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 setting up and running grant programmes, which includes administration, support and delivery dated 12 October 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 Call Off Order Form and the Call Off Terms.

Order Number	1590/08/2018
From	REDACTED for & on behalf of Department for Business, Energy & Industrial Strategy (BEIS)("CUSTOMER")
To	REDACTED for & on behalf of PricewaterhouseCoopers (PwC) LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 20 February 2019
1.2.	Expiry Date: End date of Initial Period: 18 February 2022 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1.	Services required: Full details of the services to be provided are set out in Call Off Schedule 2 (Services) and in accordance with the Clauses 7 and 8 in the Call Off Terms. The purpose of the programme is to build the capacity of the least developed and most climate vulnerable countries to participate in the international climate change negotiations process. A high level summary the services to be delivered by PwC are set out here:
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	<ul style="list-style-type: none"> • PwC will design & deliver a capacity building programme for developing country climate change negotiators. This includes procuring services, robust programme management, monitoring and evaluation, and reporting. • Capacity building services will be delivered by subcontractors and include the provision of training as well as technical, legal and logistical support for developing country negotiators. • Knowledge Management and Monitoring & Evaluation will be delivered by qualified subcontractors, and include the generation of lessons learned. <p>REDACTED</p> <p>PwC shall require all subcontractors to adhere to a restrictive covenant stating that subcontractors “shall ensure that none of their staff or subcontractors will perform any formal negotiation work on behalf of or in respect of any government or government body”, where ‘formal negotiation work’ shall mean speaking or acting in any way on behalf of a government in formal elements of negotiations.</p> <p>PwC and all subcontractors will include the following disclaimer on all publically available deliverables. “This document is an output from a project funded by the UK Department for Business, Energy and Industrial Strategy (BEIS) for the benefit of developing countries. However, the views expressed and information contained in it are not necessarily those of or endorsed by BEIS, which can accept no responsibility for such views or information or for any reliance placed on them”</p> <p>Where appropriate to do so, PwC will acknowledge the BEIS contribution in references made by PwC with respect to the CaBIN programme in publications, press releases or other similar written materials.</p>
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3. IMPLEMENTATION PLAN

3.1.	<p>Implementation Plan:</p> <p>PwC shall provide BEIS with a draft Implementation Plan for approval within one month of the start date of the Call Off Contract Commencement Date. Thereafter PwC shall provide a draft Implementation Plan to BEIS within one month of the start date of each Call Off Contract Year for the duration of the contract period.</p> <p>Implementation Plan template to be completed by PwC included in Call Off Schedule 4.</p> <p>Considering recommendations from PwC, BEIS will review each proposal, activity and budget in the draft Implementation Plan, and will approve or reject on a case-by-case basis within 10 working days of receipt of the draft Implementation Plan.</p>
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	PwC will submit an updated Implementation Plan to BEIS for approval should new proposals or activities emerge that are seeking Programme funding over the duration of the Call Off Contract Year under consideration.
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4. CONTRACT PERFORMANCE

4.1. Standards:	Not applied
4.2. Service Levels/Service Credits:	In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring). Service Credit Cap: Not applied. Customer periodic reviews of Service Levels: Specified in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
4.3. Critical Service Level Failure:	Not applied.
4.4. Performance Monitoring:	In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
4.5. Period for providing Rectification Plan:	See Clause 38.2.1(a) of the Call Off Terms.

5. PERSONNEL

5.1. Key Personnel:	REDACTED
5.2. Relevant Convictions:	See the definition of “Relevant Convictions” in Call Off Schedule 1 (Definitions) and Clause 27.2Error! Reference source not found. of the Call Off Terms (“Relevant Convictions”).

6. PAYMENT

6.1.	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing). The Call Off Contract Charges must be compliant with the provisions of Framework Schedule 3 (Charging Structure). PwC acknowledges and agrees that, in accordance with paragraph 3 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Call Off Contract Charges can in no event exceed the Framework Prices set out in Annex 1 to Framework Schedule 3 (Framework Prices and Charging Structure); and subject to paragraph 8 of this Call Off Schedule 3 (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.
6.2.	Payment terms/profile: In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.3.	Reimbursable Expenses: REDACTED
6.4.	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street, Westminster, London, SW1H 0ET
6.5.	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Three Call Off Contract Years from the Call Off Commencement Date.
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: Within one month of the start date of each Call Off Contract Year during the Call off Contract Period.
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: REDACTED PwC is required to pay a levy to Crown Commercial Services. This levy is set at 1% of the charges invoiced to BEIS. PwC will add a 1% Crown Commercial Services levy from all invoices in line with Annex 2 of Call Off Schedule 2 and pay this directly to Crown Commercial Services.
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); The wording " <i>Call Off Contract Year</i> " and " <i>Estimated Year 1 Call Off Contract Charges</i> " in Clause 36.2.1(b)(i) shall be amended to: In respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed in the aggregate: "in relation to any Defaults occurring from the Call Off Commencement Date to the end of the Call Off Expiry Date, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Call Off Contract Charges". Clauses 36.2.1(b)(ii) and 36.2.1(b)(iii) shall be deleted.
7.3.	Insurance: In Clause 37.3 of the Call Off Terms. REDACTED

8. TERMINATION AND EXIT

8.1.	Termination on material Default: In Clause 41.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period: In Clause 41.7.1 of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 42.1.1 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 required.
9.2	Commercially Sensitive Information: See the definition of 'Commercially Sensitive Information' in Call Off Schedule 1 (Definitions) and Clause 34.5.2 (Freedom of Information) and Clause 34.4 (Transparency) of the Call Off Terms. If BEIS receive a request under freedom of information legislation to disclose any information PwC provided to BEIS, BEIS will consult with PwC promptly before any disclosure. PwC considers details of PwC fee rates, methodology for providing the services in question and the CVs of the team members to be sensitive information, requiring consultation before disclosure.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals Recital A - date of issue of the Statement of Requirements: 14 September 2018. Recital B - date of receipt of Call Off Tender: 12 October 2018. Recital C - On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Services to the Customer in accordance with the terms of this Call Off Contract.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: See definition of "Security Policy" in Call Off Schedule 1 (Definitions) and Call Off Schedule 7 (Security), paragraphs 1 to 5.
10.4	ICT Policy: Not applied.
10.5	Testing: Not applied.
10.6	Business Continuity & Disaster Recovery:

	<p>Not applied.</p> <p>Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 30 days.</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8) of the call off Terms:</p> <p>Not applied.</p>
10.8	<p>Protection of Customer Data:</p> <p>See Clause 34.2.3 of the Call Off Terms.</p> <p>The supplier and all sub-contractors shall not, without written consent of BEIS, disclose to any third party any confidential information obtained during or arising from this call off agreement (other than in the proper performance of this agreement or as may be required by authority of competent jurisdiction).</p> <p>The supplier and all sub-contractors shall not, without the written consent of BEIS, publish any results of or information related to the Services in any manner which might prejudice the Intellectual Property Rights of the customer.</p>
10.9	<p>Notices:</p> <p>See Clause 55.6 of the Call Off Terms.</p> <p>Customer’s postal address and email address:</p> <p>1 Victoria Street Westminster London SW1H 0ET REDACTED</p> <p>Supplier’s postal address and email address:</p> <p>PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH REDACTED</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> <p>PwC will provide Transparency Reports to BEIS upon request over the duration of the contract period. This is in addition to the monthly programme finance updates that PwC will provide to BEIS.</p>

	PwC and BEIS will agree a template for the Transparency Reports within one month of the Call Off Contract Commencement date.
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): Not applied.
10.12	Call Off Tender: In Schedule 15 (Call Off Tender). See PwC's Proposal for UK Capacity Building for International Negotiations (CaBIN) programme (TENDER Reference Number 1590/08/2018 Under Grants and Programmes Services Framework RM949, Lot 5), October 2018.

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 6 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, Partner, for & on behalf of PricewaterhouseCoopers LLP
Signature	REDACTED
Date	20 February 2019

For and on behalf of the Customer:

Name and Title	REDACTED, UNFCCC Negotiations Programme Manager, for & on behalf of Department for Business, Energy & Industrial Strategy (BEIS)
Signature	REDACTED
Date	20 February 2019