



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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.

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	1
From	The Care Quality Commission ("CUSTOMER")
To	Pricewaterhouse Coopers LLP ("SUPPLIER")

SECTION B

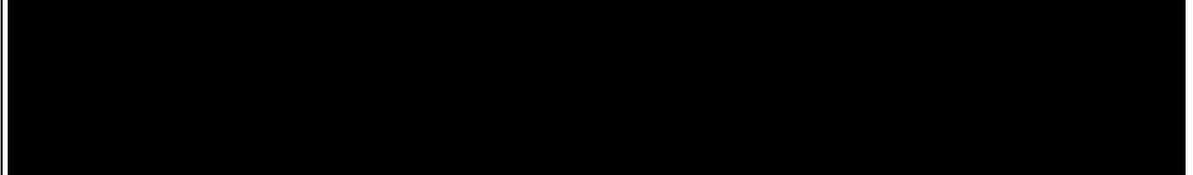
CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st April 2020
	Expiry Date: End date of Initial Period 31st March 2021 End date of Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)	
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PROJECT PLAN

3.1.	Project Plan: (In Call Off Schedule 4 (Project Plan)) 
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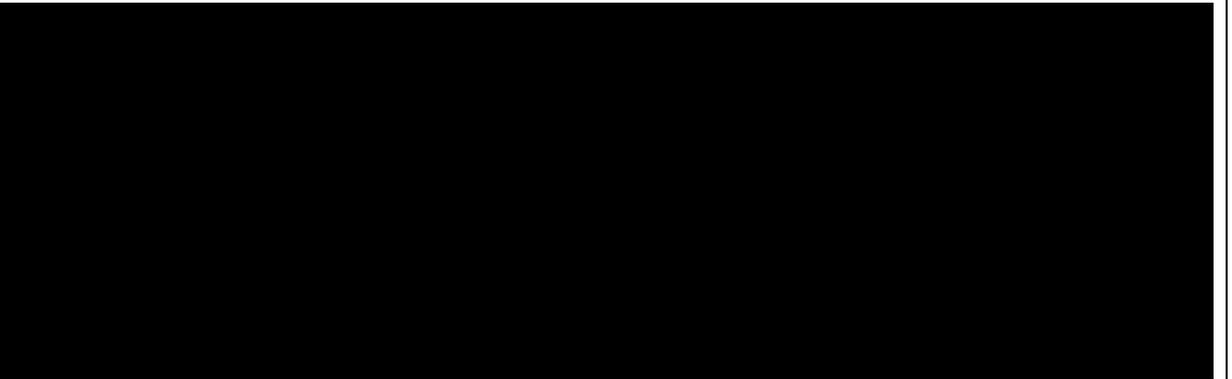
CONTRACT PERFORMANCE

4.1.	Standards:	<i>As per Schedule 2 Pat A of the Framework agreement and including: Cyber Essentials Plus Certification Compliance with the annual reporting requirements contained within section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015</i>
4.2	Service Levels/Service Credits: Not applied	<i>Not applicable</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applicable</i>
4.4	Performance Monitoring: Not applied	<i>Not applicable.</i>
4.5	Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel:	
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	Other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.

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) 
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<p>6.2</p>	<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)</p> <p>6.2.1 The Price for the Services shall be as set out in 6.1 and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Authority, the Price shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.</p> <p>6.2.2 The Contractor shall invoice the Authority monthly in arrears for work completed. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.</p> <p>6.2.3 In consideration of the supply of the Services by the Contractor, the Authority shall pay the Contractor the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Authority may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.</p> <p>6.2.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Authority shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.</p> <p>6.2.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 43. Any disputed amounts shall be resolved through the dispute resolution procedure in accordance with Call Off Schedule 11.</p> <p>6.2.6 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.</p> <p>6.2.7 If any sum of money is recoverable from or payable by the Contractor under the Contract (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Contractor under the Contract or under</p>

	<p>any other agreement or contract with the Authority. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.</p> <p>6.2.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:</p> <ol style="list-style-type: none"> 1. Provisions having the same effect as clauses 6.2.2 to 6.2.6 and 2. Provisions requiring the counterparty to that subcontract to include in any sub-contract which it awards provisions having the same effect as clauses 6.2.2 to 6.2.6. 3. In this clause 6.2.8 'sub-contract' means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract 	
6.3	<p>Reimbursable Expenses: Permitted</p>	Any travel requested by CQC for the project that is not to the base location of CQC in London or on occasions Manchester, Leeds or Newcastle will be charged as a recoverable expense at cost.
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p>	
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p>	12 Call Off Contract months from the Call Off Commencement Date
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>	1 st October of each Call Off Contract Year during the Call off Contract Period.
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p>	Not Permitted unless there is a genuine reason and it is agreed by both parties.

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges:	The sum of £318,600 (exc VAT)
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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):	As per Clause 38.3 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:	In Call Off Schedule 9 (Exit Management)

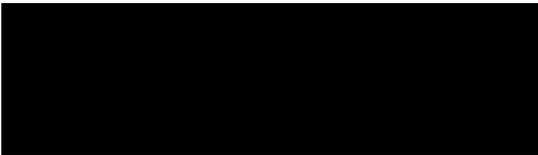
SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Not Applicable.
9.2	Commercially Sensitive Information:	<p>Any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;</p> <ul style="list-style-type: none"> any information falling within the definition of "Supplier's Confidential Information."

	The duration for which such information shall be confidential is 7 years.
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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:	Short form security requirements (paragraphs 1 to 5 of Schedule 7 (Security)) <i>And</i> Security Policy.
10.4	ICT Policy:	Not Applied.
10.5	Testing:	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 determined at the time of any such disaster
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):	To be determined on a case by case basis with format dependent on the data being sent. Due to the advisory nature of the services provided, the Supplier will be a data controller in respect of any personal data shared with the Supplier under the Call Off Contract. In common with most professional service providers, the Supplier uses third party processors to provide certain elements of its IT systems and the support for them. The Supplier and its third party service processors have host servers

		<p>and data centres throughout the world. The Supplier puts in place contractual arrangements with such processors which comply with data protection law and the Supplier's strict standards of security and confidentiality. The Supplier would only transfer personal data outside the European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. The Supplier confirms that all transfers of personal data outside the EU are done lawfully. Where any personal data is transferred outside of the EU to a country not determined by the European Commission as providing an adequate level of protection for personal data, the transfers will be under an agreement which covers the EU requirements for the transfer of personal data outside the EU, such as the European Commission approved standard contractual clauses. Full details of how the Supplier uses personal data can be found in their privacy notice at: https://www.pwc.co.uk/who-weare/privacy-statement.html</p> <p>The Customer should not provide the Supplier with personal data unless the Call Off Contract requires the use of it or the Supplier requests it from the Customer. In respect of any personal data that the Customer does share with the Supplier, the Supplier assumes the Customer has necessary authority from relevant data subjects for the Supplier to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.</p>
<p>10.9</p>	<p>Notices (Clause 56.6 of the Call Off Terms):</p>	

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)		
TITLE			
CONTENT		FORMAT	
FREQUENCY			
Performance	Progress with Audit Programme	Updates on individual audits to be reported to Audit and Corporate Governance Committee	June 2020/ October 2020/ January 2021
10.11	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):		Not Applicable.
10.12	Call Off Tender: In Call Off Schedule 16		Not Applicable
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)		CQC prohibit any publicity and branding
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).		Not Applicable
10.15	Processing Data Call Off Schedule 17		

1. The contact details of the Customer Data Protection Officer is: [REDACTED]
[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:	CQC PSO 215
Date:	1st April 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 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	The information below may be held about those from CQC involved in the internal audit. This information would be held for contact purposes for day to day progression of work only															
	Type of Personal Data	Full name Workplace Phone Number Workplace email address Job Title															
	Categories of Data Subject	Staff called upon to assist with the audit															
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	Not Applicable															
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>DEFFORMs</p>			DEFCON No	Version	Description												
DEFCON No	Version	Description															

DEFFORM No	Version	Description

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.

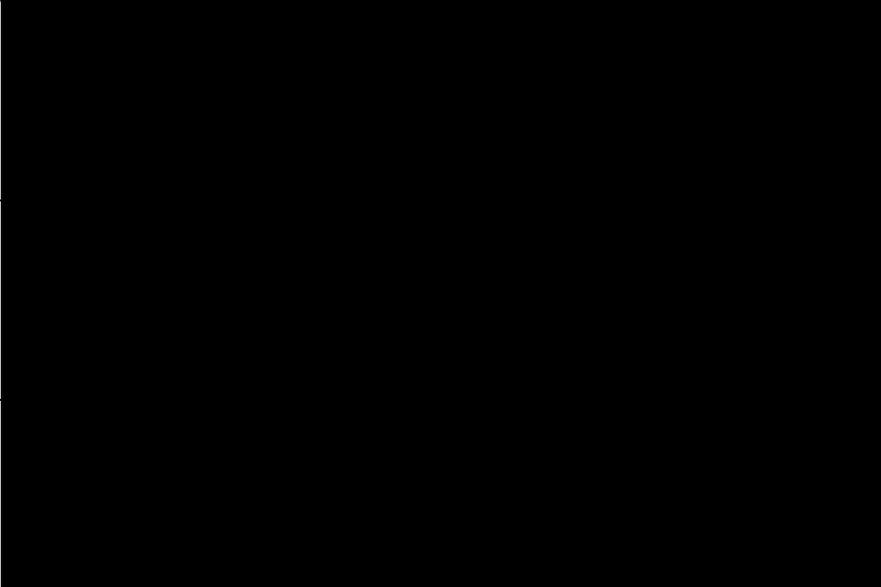
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	