



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 | TBC |
| From | Digital, Data and Technology Services, Defra Group ("CUSTOMER") |
| To | Deloitte LLP ("SUPPLIER") |

SECTION B

CALL OFF CONTRACT PERIOD

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|-------------|--|
| 1.1. | Commencement Date: 07 December 2020 |
| | Expiry Date: End date of Initial Period 29/01/2021 End date of Extension Period – Not applicable Minimum written notice to Supplier in respect of extension: Not applicable |

SERVICES

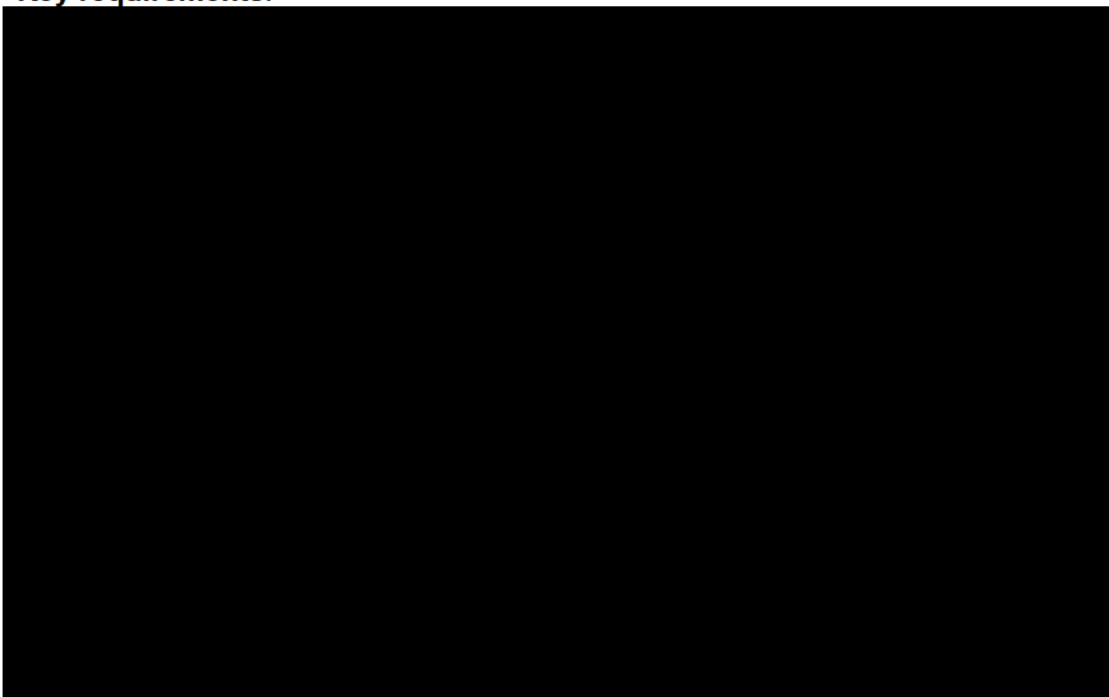
2.1.**Services required:**

In Call Off Schedule 2 (Services)

Location: Due to current working arrangements associated with the Coronavirus Pandemic this Contract will be delivered virtually – the personnel are expected to engage with the Authority through secure and standard virtual collaboration tools. The primary tools used by the Authority include Microsoft Teams.

The below key milestones are the services required under this contract.

| Milestone | Description | Timeframe (week commencing) |
|-----------|---|-----------------------------|
| 1 | Draft project / work plan including key information requirements /access required | |
| 2 | Final project / work plan including key information requirements /access required | |
| 3 | Initial report of how business change is currently delivered and high-level recommendations | |
| 4 | Final report on recommendations for existing in flight deliveries - including capacity, capability, governance links, providing tangible recommendations for current deliveries | |
| 5 | Final report on outlining recommended and costed proposal for a standard model for future business change activities. | |

Key requirements:


PROJECT PLAN

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| 3.1. | Project Plan: Not applicable. The supplier will be working towards the key milestone in 2.1 |
| | |

CONTRACT PERFORMANCE

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| 4.1. | Standards: Not applied |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: Not applied |
| 4.5 | Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms |

PERSONNEL

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| 5.1 | Key Personnel:  |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): <i>None applicable</i> |

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) |
|------------|---|

| | Name(s) | Grade | Framework Maximum Rate | Daily Rate £ (exc VAT) | Number of days | Total £ (exc VAT) |
|------------|---|-------|------------------------------|---------------------------------|-------------------|-------------------------|
| | | | | | | |
| 6.2 | Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Payment will be made via BACS. | | | | | |
| 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)): <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 10px;"></div> <div style="text-align: center; margin-bottom: 10px;">or</div> SSCL <div style="background-color: black; width: 250px; height: 15px; display: inline-block;"></div> | | | | | |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 8 Call Off Contract Weeks 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 on: 29 January 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)): | | | | | |

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| | Not Permitted |
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LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £36,900 |
| 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): [REDACTED] |

TERMINATION AND EXIT

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| 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) |


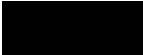
SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied. |
| 9.2 | Commercially Sensitive Information: None applicable |

OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E |
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| | Recital C - date of issue of the Statement of Requirements: 22nd October 2020 Recital D - date of receipt of Call Off Tender: 12th November 2020 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: See short form (paragraphs 1 to 5 of Schedule 7 (Security)) |
| 10.4 | ICT Policy: Not applied |
| 10.5 | Testing: Not applied |
| 10.6 | Business Continuity & Disaster Recovery: Not applied |
| 10.7 | NOT USED |
| 10.8 | Protection of Customer Data (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: <div style="background-color: black; height: 1.2em; width: 400px; margin-bottom: 10px;"></div> Supplier's postal address and email address: <div style="background-color: black; height: 1.2em; width: 100px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 170px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 60px; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 90px; margin-bottom: 2px;"></div> |
| 10.10 | Transparency Reports In Call Off Schedule 13 (Transparency Reports) |

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| | Not required. |
| 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): None applied. |
| 10.12 | Call Off Tender: In Call Off Schedule 16   |
| 10.13 | Publicity and Branding (Clause 36.3.2 of the Call Off Terms) <i>only named personnel working on the assignment should have access to Defra information shared</i> <i>this information should not be shared outside of the assignment team in any format</i> <i>all Defra information provided should be destroyed at the end of the assignment.</i> |
| 10.14 | Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). No subcontractors applicable. |
| 10.15 | Processing Data Call Off Schedule 17 Defra will share current business change plans and insights on current deliveries and their effectiveness. |

| | | | | | | | | | | | |
|---|--|----------------------------|------------|--------------|--------------------------------|---|--|---|---|-----------------------------|---|
| | <p>1. The contact details of the Customer Data Protection Officer is:</p> <p>[REDACTED]</p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p> | | | | | | | | | | |
| | <table border="1"> <tr> <td>Contract Reference:</td> <td>[REDACTED]</td> </tr> <tr> <td>Date:</td> <td>07th December 2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Defra will share current business change plans and insights on current deliveries and their effectiveness.</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> </table> | Contract Reference: | [REDACTED] | Date: | 07 th December 2020 | Description Of Authorised Processing | Defra will share current business change plans and insights on current deliveries and their effectiveness. | 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. |
| Contract Reference: | [REDACTED] | | | | | | | | | | |
| Date: | 07 th December 2020 | | | | | | | | | | |
| Description Of Authorised Processing | Defra will share current business change plans and insights on current deliveries and their effectiveness. | | | | | | | | | | |
| 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. | | | | | | | | | | |

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| | Duration of the processing | For the duration of the Framework Award plus 7 years. |
| | Nature and purposes of the processing | Working with the team to assist IT change and creating a business model. |
| | Type of Personal Data | Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Job title or role IP address |
| | Categories of Data Subject | |
| 10.16 | MOD DEFCONs and DEFFORM Call Off Schedule 15 | |
| The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract: DEFCONs Not applicable. DEFFORMs | | |

Not applicable.

FORMATION OF THIS CONTRACT

BY AGREEING AND RETURNING THIS CALL-OFF CONTRACT (by electronic means) the Provider agrees to enter a Contract with the Customer to provide the Services.

The Parties hereby acknowledge and agree that they have read the Contract Award and the Conditions of Contract and by accepting the Contract Award agree to be bound by this Contract.