

## GOVERNMENT ECONOMIC SERVICE

### PROFESSIONAL ECONOMIST APPRENTICESHIP TRAINING 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 Professional Economist Apprenticeship Training to commence on 1<sup>st</sup> August 2019.

The Supplier agrees to supply the Goods and/or 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	CR_3248 (to be paid from apprenticeship levy account)
From	[Department for Business and Trade ] [REDACTED] ("CUSTOMER")
To	University of Kent, Global and Lifelong Learning 1 <sup>st</sup> Floor Medway Building University of Kent Medway Campus Chatham Maritime Kent ME4 4AG  ("SUPPLIER")

#### SECTION B

##### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b>	1 <sup>st</sup> August 2023
1.2.	<b>Call Off Final Order Date:</b>	1 <sup>st</sup> September 2023
	End date of Call Off Initial Period:	1 <sup>st</sup> September 2024

	End date of Call Off Extension Periods:	
	Minimum written notice to Supplier in respect of extension:	6 months

## 2. GOODS AND/OR SERVICES

2.1	Services required:	In Call Off Schedule 2 (Goods and/or Services)
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## 3. IMPLEMENTATION PLAN

3.1.	Implementation Plan:	In Call off Schedule 2 Annex 1
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## 4. CONTRACT PERFORMANCE

4.1.	Standards:	<p>In clause 11 (Standards) Call Off Schedule 1.</p> <p>Clause 9 of the Framework Agreement (Cyber Essentials) shall also apply:</p> <p>Where the Authority has notified the Supplier that prior to the execution of the first Call Off Contract the Supplier shall provide a valid Cyber Essentials Scheme Basic Certificate or equivalent, then on or prior to the execution of the first Call Off Contract, as a condition for the award of this Framework Agreement, the Supplier must have delivered to the Authority evidence of the same.</p> <p>Where the Supplier continues to Process Cyber Essentials Scheme Data during the Framework Period or the contract period of any Call Off Contract the Supplier shall deliver to the Authority evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate or equivalent on each anniversary of the first applicable certificate obtained by the Supplier under Clause 0.</p> <p>Where the Supplier is due to Process Cyber Essentials Scheme Data after the commencement date of the first Call Off Contract but before the end of the Framework Period or contract period of the last Call Off Contract, the Supplier shall deliver to the Authority evidence of:</p>
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		<p>- a valid Cyber Essentials Scheme Basic Certificate or equivalent (before the Supplier Processes any such Cyber Essentials Scheme Data); and</p> <p>- renewal of a valid Cyber Essentials Scheme Basic Certificate or equivalent on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Schedule 7 Annex 1</p> <p>In the event that the Supplier fails to comply with Clauses 0 or 0 (as applicable), the Authority reserves the right to terminate this Framework Agreement for material Default.</p>
4.2	<b>Service Levels: Customer periodic reviews of Service Levels</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):	In call off Schedule 2 Annex 1
4.3	<b>Critical Service Level Failure:</b>	Not applied
4.4	<b>Performance Monitoring:</b>	Not applied
4.5	<b>Period for providing Rectification Plan:</b>	Ten working days as Clause <b>Error! Reference source not found.</b> of the Call Off Terms

## 5. PERSONNEL

5.1	<b>Key Personnel:</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
5.2	<b>Relevant Convictions</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):	Notwithstanding the provision of Clause 27.2 (Relevant Convictions) and the definition of "Relevant Convictions" in Call Off Schedule 1 (Definitions), no Relevant Convictions have been identified as applicable at the time of call off.

## 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) As per Annex One, Table 1 of the Framework Schedule 3 (Framework Prices and Charging Structure) all rates will be firm for the duration of the call off, subject to changes in the funding band set by IfATE
6.2	<b>Payment terms/profile</b>	Payments will be made via the ESFA's digital apprenticeship service levy-funding system
6.3	<b>Reimbursable Expenses:</b>	Not permitted and applicable for this contract
6.4	<b>NOT USED</b>	
6.5	<b>Call Off Contract Charges fixed for:</b>	The duration of the call off agreement and any extension options taken, as indicated in 1.2 above
6.6	<b>Supplier periodic assessment of Call Off Contract Charges</b>	At annual intervals from commencement of call off as per paragraph 9.1 of Call Off Schedule 3 (Call off Contract Charges, Payment and Invoicing)
6.7	<b>Supplier request for increase in the Call Off Contract Charges</b>	Not permitted

## 7. LIABILITY AND INSURANCE

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>	[REDACTED] STARTERS ON THE LATEST COHORT  £[REDACTED]  X [REDACTED] = [REDACTED]  [REDACTED] TRANSFER FROM ONS – REMAINING COST IS [REDACTED]  [REDACTED] TRANSFERING FROM TRADE TO ONS ON 4/09/23([REDACTED] APPRENTICES & 2/10/23 ([REDACTED] APPRENTICES) .
7.2	<b>Supplier's limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms);	The wording "ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%)" in Clause <b>Error! Reference source not found.</b> shall be amended to: one hundred and fifty percent (150%) of the annual contract value,

		<p>The wording “ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)” in Clause <b>Error! Reference source not found.</b> shall be amended to one hundred and fifty percent (150%) of the annual contract value</p> <p>The wording “ten million pounds (£10,000,000) in each such Call Off Contract Year or a sum equal to one hundred and fifty percent (150%)” in Clause <b>Error! Reference source not found.</b> shall be amended to one hundred and fifty percent (150%) of the annual contract value</p>
<b>7.3</b>	<b>Insurance:</b>	Not Required

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms)):	In Clause <b>Error! Reference source not found.</b> of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):	Clause <b>Error! Reference source not found.</b> of the Call Off Terms shall be amended from 3 months to a period of 6 months notice and any such notice shall commence on or after the first anniversary of this agreement (and not before).
<b>8.3</b>	<b>Undisputed Sums Limit:</b>	Clause <b>Error! Reference source not found.</b> of the Call Off Terms shall not be used
<b>8.4</b>	<b>Exit Management:</b>	In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>	Not Required
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	Not Required

## 10. OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms):	Recital A.
10.2	<b>Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):</b>	Not Required
10.3	<b>Security:</b>	In Call Off Schedule 7.  All Apprenticeship Advisors will require CTC clearance before they are allowed on any Customer site unescorted
10.4	<b>ICT Policy:</b>	To be provided by the Customer before the Commencement Date
10.5	<b>Testing:</b>	Not Required
10.6	<b>Business Continuity &amp; Disaster Recovery:</b>	Not Required
10.7	<b>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</b>	Not applied
10.8	<b>Protection of Customer Data and Treatment of Confidential Information:</b>	In Clause 34.2 and 34.3 of Call Off terms
10.9	<b>Notices</b> (Clause Error! Reference source not found. of the Call Off Terms):	Customer's postal address and email address:  [Department for Business and Trade   Old Admiralty Building, London, SW1A 2DY  [REDACTED]  Supplier's postal address and email address in Section A
10.10	<b>Transparency Reports</b>	Not Required
10.11	<b>Alternative and/or additional provisions</b>	Additional Clauses under Call Off Schedule 14 are not applicable.  Schedule 16 Service Request covers variation to existing service only

## 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 Goods and/or 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	14/11/2023

### For and on behalf of the Customer:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	30/11/2023