

Call Off Order Form for Management Consultancy Services
for
Prison Reform Portfolio Delivery Team
between
MINISTRY OF JUSTICE
AND
ERNST & YOUNG LLP

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 Agreement for the provision of **Management Consultancy Service** dated **04 September 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 Template Call Off Order Form and the Call Off Terms.

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| Order Number | Con_19240 |
| From | Secretary of State for Justice Address: Ministry of Justice, 102 Petty France, London SW1P 9AJ ("CUSTOMER") |
| To | Ernst & Young LLP Address: 1 More London Place, London, SE1 2AF ("SUPPLIER") |
| Date | 15/06/2021 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: Tuesday 15 th June 2021 |
| 1.2. | Expiry Date: End date of Initial Period: 15 th June 2022 End date of Extension Period (optional): 15th June 2023 Minimum written notice to Supplier in respect of extension: 1 month |

2. SERVICES

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| 2.1 | Services required: In Call Off Schedule 2 (Services) As per embedded business requirements included in Appendix B of the tender. [REDACTED] |
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3. PROJECT PLAN

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| 3.1. | Project Plan: N/A |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: As per included in embedded Business Requirements in 2.1. |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: Deliverables as per bid submission. All future workpackages must be agreed in advance by both parties through formal variation to the contract (via a specific Statement of Work), in terms of costing and delivery time. |
| 4.5 | Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms |

5. PERSONNEL

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| 5.1 | Key Personnel: Ernst & Young LLP: [REDACTED] , Partner [REDACTED] , Senior Manager Ministry of Justice: [REDACTED] – Executive Director HMPPS – Prison Reform [REDACTED] – Portfolio Lead – Prison Reform |
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| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): None |
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6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): As per embedded Appendix E of the tender submitted by the supplier. Work Packages 1 and 2 are fixed fee arrangements, subject to any amendments request by the Customer. Contract charges for future work packages will be agreed with MOJ based upon the Fixed Rate Card included in Appendix E. [REDACTED] |
| 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) |
| 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)): Newport SSCL – Ministry of Justice PO Box 743 Newport NP10 8FZ |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the term of this contract. |
| 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: Not Permitted |
| 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

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £ 1,500,000 |
| 7.2 | Supplier's limitation of Liability; Subject to Clause Error! Reference source not found. (Unlimited Liability), the Supplier's total aggregate liability 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 £2.25 million , which is 150% of the total contract value. |

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| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): |
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8. 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: In Call Off Schedule 9 (Exit Management) |

9. 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 |

10. 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: 31st March 2021 Recital D - date of receipt of Call Off Tender: 21st April 2021 |
| 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: |

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| | 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: Ministry of Justice, 102 Petty France, London SW1P 9AJ Supplier's postal address and email address: Ernst & Young LLP, 1 More London Place, London SE1 2AF |
| 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: A. Travel Expenses - The Contracting Authority agrees that Supplier may charge for travel expenses incurred as a result of Supplier Personnel travelling to and from locations, other than the premises at which the Services are principally to be performed, as agreed to by the Contracting Authority, provided that the relevant premises are not their usual place of work. B. Protection of Personal Data - Clause 35.5 shall not apply and shall be superseded by the following clauses 1-3: 1. Subject to applicable law, the Supplier may provide information provided by the Customer ("Client Information") to other members of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity, the Supplier's or other EY Firms' subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons") and external service providers of the Supplier, other EY Firms, or EY Persons ("Service Providers") who may collect, use, transfer, store or otherwise process it (collectively "Process") in various jurisdictions in which they operate for purposes related to: 1) complying with regulatory, and legal obligations to which the Supplier is subject; 2) conflict checking; 3) risk management and quality reviews; and 4) internal financial accounting, information technology and other administrative support services (collectively "Processing Purposes"). The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf. |

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| | <p>2. For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons ("Personal Data") in various jurisdictions in which they operate (EY office locations are listed at www.ey.com http://www.ey.com). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at www.ey.com/bcr http://www.ey.com/bcr). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Customer's behalf, appropriate data processing terms will be included in these Call Off Terms. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 5 sub-sections (2), (3), (4) and (5)</p> <p>3. The Customer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and may be used by the Supplier as provided for in this Agreement and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.</p> <p>C. Intellectual Property Rights - Clauses 34.1.4 and 34.10 will only apply to Project Specific IPR Items which have been specifically commissioned by the Customer to be characterised as Open Source and which the Supplier and the Customer have agreed in this Call Off Order Form will be designated as such.</p> <p>D. Staff Transfer - Call Off Schedule 10 Parts A and B shall be deleted.</p> |
| 10.12 | <p>Call Off Tender:</p> <p>In Schedule 16 (Call Off Tender)</p> |
| 10.13 | <p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> |
| 10.14 | <p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> |
| 10.15 | <p>Processing Data</p> <p>Call Off Schedule 17</p> |

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:

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| Name: | [REDACTED] |
| Title: | [REDACTED] |
| Signature: | [REDACTED] |
| Date: | [REDACTED] |

For and on behalf of the Customer:

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|-------------------|------------|
| Name: | [REDACTED] |
| Title: | [REDACTED] |
| Signature: | [REDACTED] |
| Date: | [REDACTED] |