



**Ministry  
of Justice**

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**Call Off Order Form for the  
Management Consultancy Services Framework  
RM6008**

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**HMPPS Governance Review  
con\_17571**

## **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 HMPPS Governance Review dated 20<sup>th</sup> March 2020.

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.

Order Number	<b>Con_17571</b>
From	<b>Ministry of Justice, 102 Petty France, London, SW1H 9AJ</b> <b>("CUSTOMER")</b>
To	<b>KPMG UK LLP, 15 Canada Square, London, E14 5GL ("SUPPLIER")</b>
Date	<b>23<sup>rd</sup> October 2020</b> <b>("DATE")</b>

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date:</b> 26 <sup>th</sup> October 2020
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: <b>15<sup>th</sup> March 2021</b>  End date of Extension Period: <b>Up to 2 months</b>  Minimum written notice to Supplier in respect of extension: <b>2 weeks</b>

## 2. SERVICES

<b>2.1</b>	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 (Services)</p> <p>HMPPS have determined that an independent review of governance arrangements is required to ensure that their governance arrangements function efficiently and effectively. This includes ensuring that any governance is in line with the Agency's Framework, contains effective information flows and ensuring that decisions are being made at the right level of governance.</p> <p>The aim is to support the improvement of HMPPS Governance arrangements by identifying where arrangements are working effectively and where changes could be considered to improve effectiveness. The work involves reviewing the current governance arrangements 'on paper' alongside MoJ/HMPPS colleagues. This will draw, where appropriate, on the requirements of the HMPPS Agency Framework, Managing Public Money and the codes of practices, Partnerships between departments and Arms Length Bodies (ALBs) and Corporate Governance in government departments. The 'on paper' review will review the design of the current governance arrangements and consider whether they promote effective governance, this will then be triangulated with an 'in practice' approach that will be taken forward in-house by MoJ/HMPPS.</p> <p>The KPMG deliverable will be a draft report provided to HMPPS presented in HMPPS format. This will be based on KPMG's desktop review of documentation. The report will set out areas for improvement of HMPPS' governance arrangements and provide an action plan for HMPPS management to consider. The owner of this report will be Ian Blakeman, Executive Director Strategy, Planning and Performance, HMPPS.</p> <p>HMPPS colleagues will be working alongside the KPMG review team to feed-in intelligence. HMPPS learning will in turn be supported by additional observations provided by the KPMG review team during the assignment and on presentation of the review report. The HMPPS team will then consider the learning and recommendations.</p>
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### 3. PROJECT PLAN

3.1.	<b>Project Plan:</b>  Not applied
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### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> As per details in 2.1 under Services
4.2	<b>Service Levels/Service Credits:</b> Not applied
4.3	<b>Critical Service Level Failure:</b> Not applied
4.4	<b>Performance Monitoring:</b> A weekly meeting with the Head of Assurance, Risk Management & Governance, and status updates provided to the Executive Director, Strategy, Planning and Performance as necessary.
4.5	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

5.1	<b>Key Personnel:</b> [REDACTED]
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): None

### 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
6.2	<b>Payment terms/profile</b> (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	<b>Reimbursable Expenses:</b> Not permitted

<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: Newport SSCL, Ministry of Justice, PO Box 743, Newport, NP10 8FZ You must be in receipt of a valid PO Number before submitting an invoice
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> the term of this agreement.
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> Not Applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £20,000 (Excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): No policies of insurance are stipulated in this Call Off Order Form

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> In Clause 35.4.8 (Transparency and Freedom of Information)

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Schedule 7 Security is not applicable
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms)
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: [REDACTED], HMPPS, 8 <sup>th</sup> Floor, 102 Petty France, London, SW1H 9AJ Supplier's postal address and email address: [REDACTED], KPMG LLP, 9 <sup>th</sup> Floor, 15 Canada Square, London, E14 5GL
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>  <b>Impact of Covid-19</b>  The timing of the Services and its performance will be dependent on all relevant information and documentation and access to personnel being made available to the Supplier promptly as and when required by the project timetable. Supplier shall use all reasonable endeavours to meet any agreed timetable. If any stakeholder or member of either team is unavailable for an extended period of time due to sickness or measures taken to control the spread of illness, there may be a delay, or temporary cessation, in the delivery of the Services and the Supplier will work with the Customer to mitigate any impact.  <b>Draft papers and Deliverables</b>

	<p>The parties agree that the Supplier will retain copies of its drafts and working papers prepared or generated by it during the course of providing the Services to the extent required by Applicable Law and in order to comply with its regulatory guidance and professional retention policies.</p> <p>Notwithstanding any other provision of this Call Off Contract, except where required by Applicable Law, the Customer shall not:</p> <ul style="list-style-type: none"> <li>• attribute any non-Supplier branded Deliverable to the Supplier; or</li> <li>• make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable;</li> </ul> <p>in each case without the Supplier's prior written consent.</p> <p><b>Audit Independence</b></p> <p>The Supplier may terminate this Call Off Contract upon such period of written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>In Schedule 15 (Call Off Tender)</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p>
<b>10.14</b>	<p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
<b>10.15</b>	<p><b>Processing Data</b></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:

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

### For and on behalf of the Customer:

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]