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Commercial  
Service

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**Call Off Order Form and Call Off Terms for the  
Management Consultancy Framework Agreement**

**RM3745**

**Contract Reference: CCCC18B07**

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## PART 1 – CALL OFF ORDER FORM

### a) SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the Provision Of Consultancy for IFRS 15 Impact Assessment & Contract Reviews.

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	To be advised
From	The Cabinet Office REDACTED ("CUSTOMER")
To	PricewaterhouseCoopers LLP REDACTED ("SUPPLIER")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date: 30<sup>th</sup> November 2018</b>
1.2.	<b>Expiry Date:</b>  End date of Initial Period: <b>31<sup>st</sup> January 2019</b>  End date of Extension Period <b>28<sup>th</sup> February 2019</b>  Minimum written notice to Supplier in respect of extension: 2 weeks

#### 2. SERVICES

2.1.	<b>Services required:</b>  In Call Off Schedule 2 (Services).  The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.
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#### 3. PROJECT PLAN

Contract: Provision of an IFRS15 Impact Assessment & Contract Assessment  
Contract Reference: CCCC18B07

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>This clause and Schedule 4 are not used. Project to be completed between 30<sup>th</sup> November 2018 and 31<sup>st</sup> January 2019.</p>
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>Not applicable</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause <b>Error! Reference source not found.</b> of the Call Off Terms</p>

#### 5. PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><u>PricewaterhouseCoopers LLP</u></p> <p>REDACTED</p> <p><u>Cabinet Office</u></p> <p>REDACTED</p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):</p> <p>Not applicable</p>

#### 6. PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>See Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p>

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted.</p> <p>The Authority will pay reasonable out of pocket travel (using the most economical mode of transport) and subsistence expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Cabinet Office expenses policy.</p> <p>The base location for the services shall be REDACTED. Day rates submitted will be inclusive of travel to the base location.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Cabinet Office REDACTED</p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph <b>Error! Reference source not found.</b> of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the Call Off Contract from 30<sup>th</sup> November 2018 and 31<sup>st</sup> January 2019, including the option to extend by one (1) month.</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not applicable</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not applicable</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £56,000 (Excluding VAT)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms);</p> <p>In Clause <b>Error! Reference source not found.</b> of the Call Off Terms</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p> <p>Not applicable</p>

## 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):  In Clause <b>Error! Reference source not found.</b> of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause <b>Error! Reference source not found.</b> of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  This clause and Call Off Schedule 9 are 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>  The following information shall be deemed Commercially Sensitive Information: <ul style="list-style-type: none"> <li>• 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;</li> <li>• any information falling within the definition of "Supplier's Confidential Information.</li> </ul> The duration for which such information shall be confidential is indefinite.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals (in preamble to the Call Off Terms):</b>  Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms):</b>  Not required
<b>10.3</b>	<b>Security:</b>  The short form Schedule 7 shall apply.
<b>10.4</b>	<b>ICT Policy:</b>  Not applied
<b>10.5</b>	<b>Testing:</b>

	Not applied
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b> Not applied</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 3 months</p>
<b>10.7</b>	NOT USED
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):</p> <p>In common with most professional service providers, PwC is a data controller in respect of its client’s personal data and uses third party processors to provide certain elements of its IT systems and the support for them. We and our third party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with PwC’s strict standards of security and confidentiality. We would only transfer personal data outside the European Economic Area (“EEA”) to a third party processor who (i) is in a country which provides an adequate level of protection for personal data or (ii) is under an agreement with us which covers the EU requirements for the transfer of personal data to data processors outside the EEA.</p>
<b>10.9</b>	<p><b>Notices</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):</p> <p><u>Customer’s postal address and email address:</u> REDACTED</p> <p><u>Supplier’s postal address and email address:</u> REDACTED</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>Transparency reports are not required and so Call Off Schedule 13 shall not apply.</p>
<b>10.11</b>	<p><b>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):</b></p> <p>Given the nature of the Services to be provided, clauses 34.1.4, 34.2.3, 34.4, 34.5, 34.6, 34.8.2, and 34.10 shall not apply for the purposes of this Call Off Contract.</p> <p>Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Order Form, Call Off Schedule 10 shall not apply to this engagement.</p> <p>Call Off Schedule 14 shall not apply.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b> Not applicable</p>

<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable
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## **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	REDACTED
Signature	REDACTED
Date	30 <sup>th</sup> November 2018

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	30 <sup>th</sup> November 2018