



**Crown Commercial Service**

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**Call Off Order Form for Management Consultancy Services**

**Provision of Consultancy to for Outcome Metrics in  
relation to Transition Readiness**

**To**

**Cabinet Office**

**From**

**Newton Europe Limited**

**Contract Reference: CCCC20B18**

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## 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 Services dated **04 September 2018**.

This Call Off Order Form relates to the Provision of Consultancy to for Outcome Metrics in relation to Transition Readiness.

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 by Authority at contract award
From	<b>Cabinet Office</b> ("CUSTOMER")
To	<b>Newton Europe Limited</b> ("SUPPLIER")
Date	<b>5<sup>th</sup> August 2020</b> ("DATE")

##### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> Deemed to have started 16 <sup>th</sup> July 2020
1.2.	<b>Expiry Date:</b>  End date of Period: 16 <sup>th</sup> October 2020  End date of Extension Period: 15 <sup>th</sup> November 2020  Minimum written notice to Supplier in respect of extension: Two (2) weeks

#### 2. SERVICES

## 2.1 Services required:

Supplier will work together with Customer to deliver the objectives set out in REDACTED – Statement of Requirements.

The Parties acknowledge that delivery of the deliverables will be dependent upon:

- Customer providing the anticipated timely and appropriately skilled resources and Management to support the project. The actual time commitment by the Customer will be reviewed regularly at the Steering Group Meetings every two weeks. The Customer and management support to the project will comprise of:
  - Theme Sponsors – likely in each case to be the Director / Deputy Director responsible for EU Exit Transition of the key Department linked to the Theme, with the requisite authority to sign off the measures that will be reported up to the PM and CDL (minimum time commitment for each Theme Sponsor: at least 1 hour per week for up to 4 weeks);
    - o Theme Delegates – to act as the delegated authority of the Theme Sponsor and will engage with the Transitions Task Force (TTF) regularly each week to support the definition of readiness measures. They will be the key contact for the TTF (minimum time commitment for each Theme Delegate: 5 hours per week for up to 4 weeks);
    - o Time as required with:
      - REDACTED, Director Planning, TTF or individual undertaking this role (in the order of 2 hours per week);
      - REDACTED, Deputy Director Planning, TTF (in the order of 2 hours per week);
      - REDACTED, Planning Lead, TTF (in the order of 10 hours per week);
  - Customer facilitating the Supplier’s access to / the provision of materially accurate data where required, as requested by the Supplier throughout the project;
  - Customer providing the Supplier’s personnel with the required IT equipment and support in order to enable the Supplier to handle the required data, including data that is Official-Sensitive; and
  - There being no other significant circumstances which are outside the reasonable control of Supplier which will have a material adverse impact on the delivery of the deliverables (including circumstances where Customer is unable to or unwilling to take the necessary steps to realise the deliverables).
- If any of the above occur such that the delivery of the deliverables is materially adversely affected then, provided that Supplier has used all reasonable endeavours to mitigate or avoid the effect of any such failure, including escalating any issues to the Customer as soon as reasonably practicable:
1. the Supplier shall not be liable for the effect that such failure has on the delivery of the deliverables; and
  2. the parties will meet to agree (in good faith) any adjustments required to the project, deliverables, and/or the Call Off Contract Charges as a result of the failure.

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### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)  See REDACTED – Statement of Requirements
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11 (Standards and Quality) Applied
<b>4.2</b>	<b>Service Levels/Service Credits:</b> See REDACTED – Statement of Requirements (Section 7 and 15)
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> See REDACTED– Statement of Requirements (Section 7 and 15)
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

### 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <u>Customer:</u> REDACTED  <u>Supplier:</u> REDACTED
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): Applied

### 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>REDACTED</p> <p>The Supplier shall notify the Customer in advance of any material decrease to the indicative resource levels stated in the above table. The Customer shall have the right to object to such a decrease in resource levels and, in the event that an objection is raised by the Customer, the Key Personnel stated at 5.1 above shall meet within a reasonable period and shall each act in good faith to reach agreement on resource levels.</p> <p>The total contract value will be a fixed fee of £1,429,645.00 (including expenses, excluding VAT).</p> <p>This fee is based on MCF2 rates and remains fixed for the duration of the contract (including any Extension Period).</p>															
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Call Off Contract Charges will be invoiced in line with the fixed invoicing schedule below:</p> <p>Invoice date Call Off Contract Charges (before VAT &amp; expenses)</p> <table border="1" data-bbox="443 842 1353 1200"> <thead> <tr> <th>Invoice date</th> <th>Call Off Contract Charges (before VAT &amp; expenses) (£)</th> <th>Payment to be received by</th> </tr> </thead> <tbody> <tr> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td>REDACTED</td> <td>REDACTED</td> <td>REDACTED</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>£1,429,645.00</b></td> <td></td> </tr> </tbody> </table> <p>Payment of each invoice can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs</p>	Invoice date	Call Off Contract Charges (before VAT & expenses) (£)	Payment to be received by	REDACTED	<b>TOTAL</b>	<b>£1,429,645.00</b>									
Invoice date	Call Off Contract Charges (before VAT & expenses) (£)	Payment to be received by														
REDACTED	REDACTED	REDACTED														
REDACTED	REDACTED	REDACTED														
REDACTED	REDACTED	REDACTED														
<b>TOTAL</b>	<b>£1,429,645.00</b>															
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not Permitted</p>															
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Email/ address for invoices is: REDACTED</p>															
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract from the Call Off Commencement Date which is deemed to be 16<sup>th</sup> July 2020 to 16<sup>th</sup> October 2020. In addition any contract extension to 15<sup>th</sup> November 2020 if implemented.</p>															
6.6	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p>															

	Not Applicable
<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> Up to the sum of £1,429,645.00 (excluding VAT)
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); Applied
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): Applied

## 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 Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> To be advised by successful supplier at contract award

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):
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	<p>Recital A</p> <p>Recital C - date of issue of the Statement of Requirements: 30<sup>th</sup> July 2020</p> <p>Recital D - date of receipt of Call Off Tender: 31<sup>st</sup> July 2020</p>
<b>10.2</b>	<p><b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b></p> <p>Not required</p>
<b>10.3</b>	<p><b>Security:</b></p> <p>Short form security requirements</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>Not applied</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b></p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be for the duration of the contract.</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b></p> <p>Applied</p>
<b>10.9</b>	<p><b>Notices (Clause 56.6 of the Call Off Terms):</b></p> <p><u>Customer’s postal address and email address:</u></p> <p>Cabinet Office, REDACTED</p> <p>REDACTED</p> <p><u>Supplier’s postal address and email address:</u></p> <p>Newton Europe Limited, REDACTED.</p> <p>REDACTED</p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>Not Applicable</p>
<b>10.11</b>	<p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Not Applicable</p>
<b>10.12</b>	<p><b>Call Off Tender:</b></p> <p>See REDACTED – Tender Proposal from Newton Europe Limited.</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>Not Applicable</p>

<b>10.14</b>	<b>Staff Transfer</b> Not Applicable
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17
<b>Contract Reference:</b> CCCC20B18	
<b>Date:</b> 5 <sup>th</sup> August 2020	
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure InformationQualifications or Certific  Nationality  Education & training history

	<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual</p>	
Categories of Data Subject		
10.16	<b>MOD DEFCONs and DEFFORM</b>  Not Applicable	



**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	10/08/2020

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

Name and Title	REDACTED
Signature	REDACTED
Date	11/08/2020