



Crown
Commercial
Service

FRAMEWORK SCHEDULE 4

(CALL OFF ORDER FORM)

**PROVISION OF SUPPORT FOR NATIONAL SHIELDING
PROGRAMME**

Department for Work and Pensions (DWP)

From

KPMG LLP

Contract Reference: Project_ 22973, ecm_8055

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 Programme Support for the High Risk Coronavirus response programme dated 21st 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	Project_22973, ecm_8055
From	DWP Caxton House Tothill Street London SW1 ("CUSTOMER")
To	KPMG LLP 15 Canada Square London E14 5AG ("SUPPLIER")
Date	29th March 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 21st March 2020
1.2.	Expiry Date: End date of Period: 21st December 2020

2. SERVICES

2.1.	Services required: The Supplier will perform tasks as agreed with REDACTED and the Supplier as agreed per the process set out below in the Project Plan. The types of services to be provided by the Supplier are listed in Call Off Schedule 2 (Services).
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Services will be delivered flexibly by the Supplier over the Contract Period.</p> <p>The specific tasks to be performed by the Supplier's resources will be discussed, agreed and documented between REDACTED (or REDACTED) and the Engagement Leader, REDACTED (or his delegate) at the start of the project and at the end of every week thereafter (or other period as may be mutually agreed). A project plan will be produced, updated regularly and shared with the Customer that will document the activities that Supplier is supporting.</p> <p>The Customer and the Supplier's Engagement Leader will meet at the end of each week (or as agreed between the parties) to look back at the completion of previously agreed and documented tasks as well as discuss, document and agree future tasks. These meetings will record the acceptance of the Supplier task completion by the REDACTED (or REDACTED).</p> <p>The outputs of the Services may include any advice, plans, drafting suggestions, analytics or modelling or other documented contributions towards documents, tools or systems to be issued by the Customer in the Customer's name, which will belong to the Customer and for which the Customer alone will be responsible. The Supplier will not assert any rights in or over any such documents, models or tools prepared by the Customer.</p> <p>When providing the Services, the Supplier will not perform any management functions, nor make any decisions for the Customer, and while the Supplier may provide the Customer with advice, responsibility for all related decisions and their consequences are the Customer's responsibility. REDACTED (or REDACTED) will be responsible for overseeing the Services provided, evaluating their adequacy, establishing and maintaining internal controls and monitoring ongoing activities.</p> <p>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. The 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 cessation in the delivery of the Services and the Supplier will work with the Customer to mitigate any impact.</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>The Supplier is expected to deliver the Services with relevant expertise for the work-package to be delivered in accordance with good industry practice, that expertise having the right experience, qualifications and skills in order to deliver this Call-Off Arrangement.</p>
4.2	<p>Service Levels/Service Credits:</p>

	N/A
4.3	Critical Service Level Failure: N/A
4.4	Performance Monitoring: Performance will be monitored via monthly meetings between REDACTED (or REDACTED) to review the performance and support provided by the Supplier under this Call-Off.
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms applies (10 Working Days).

5. PERSONNEL

5.1	Key Personnel: No Key Personnel are identified as part of this Call-Off.
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable.

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
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) Payment is within 30 days of submission of valid invoice issued at the end of the calendar month.
6.3	Reimbursable Expenses: The majority of this the Services will be delivered remotely and so travel and subsistence costs should not be incurred. The costs of London based staff travelling to London locations is included in the Charges. Other Expenses are permitted. Our staff will have the option to travel by taxi or private car for relevant journeys and not use public transport or trains.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices will be sent to:

	REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) the period of this Call-Off. Charges are set out in Schedule 2 Annex 1.
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 Applicable during Call-Off period.
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)): Permitted to be reviewed after 3 months and on a monthly basis afterwards.

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of up to £250,000.00
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Subject to clause 37.1 (Unlimited Liability) Supplier's total aggregate liability in respect of all Losses incurred by the Customer under or in connection with this Call Off Contract to the fullest extent possible under Law as a result of Defaults by the Supplier shall in no event exceed: (i) a sum equal to one hundred and twenty-five per cent (125%) of the total Call Off Contract Charges paid under this Call-Off.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38 applies. Third Party Liability Insurance Not less than five million pounds (£5,000,000) in aggregate. Professional Indemnity Insurance Not less than 5 million pounds (£5,000,000) in aggregate.

8. TERMINATION AND EXIT

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: One months average Charges.
8.4	Exit Management: Not applicable. The Supplier will prepare an Exit Plan 20 days before the Expiry Date of this Call-Off Contract listing the partially complete documents or materials, advice and support that have not yet been handed over and accepted by the Customer, so that these can be handed over during this period to the responsible Customer representative.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier's rate card, pricing mechanism and any documents such as invoices containing personal information such as names, roles and rates are Commercially Sensitive Information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): N/A
10.3	Security Schedule 7 shall not apply.
10.4	ICT Policy: Not applicable to this Call-Off.
10.6	Business Continuity & Disaster Recovery: Given the current situation in the UK with responding to Coronavirus the Supplier has already invoked elements of their Business Continuity and Disaster Recovery arrangements. The Supplier will use reasonable endeavours to provide continuity of team and service provision during this Call-Off contract. However, both the Customer and the Supplier recognise the unprecedented restrictions on travel, sickness and need for flexibility in working arrangements during this Call-Off. Schedule 8 shall not apply.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):

	Clause 35.2.3 of the Call Off Terms applies when Customer Data is issued to the Supplier
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: REDACTED</p> <p>Supplier's postal address and email address: REDACTED</p>
10.10	<p>Transparency Reports</p> <p>No transparency reports are required. Call-Off Schedule 13 is not applicable.</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14:</p> <p>The following clause shall additionally apply:</p> <p>1. Draft papers</p> <p>a) <i>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 in order to support its file and comply with its regulatory and professional retention policies. .</i></p> <p>b) <i>Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 2000, the Customer shall not:</i></p> <p>i) <i>attribute any non-Supplier branded Deliverable to the Supplier; or</i></p> <p>ii) <i>make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable;</i></p> <p><i>in each case without the Supplier's prior written consent.</i></p> <p>2. Audit Independence</p> <p><i>In the provision of the Services by the Supplier, the Customer acknowledges that the Supplier is unable to take an adversarial position in relation to any audit client of the Supplier (which includes Capita and Serco).</i></p> <p><i>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.</i></p> <p>Non-Disclosure Agreement</p>

	<p>The Supplier and Customer have entered in to a Non Disclosure Agreement in relation to other services from the Supplier to support the National Shielding Programme.</p> <p>The Supplier and the Customer recognise and reaffirm this Non Disclosure Agreement, which will be applicable to the Services delivered under this Call Off Contract.</p> <p>Copy of Signed Non Disclosure Agreement:</p> <p>REDACTED</p>
10.12	<p>Call Off Tender:</p> <p>The award was a Direct Award. Not applicable.</p>
10.13	<p>Publicity and Branding</p> <p>See Clause 36.3.2 of the Call Off Terms</p> <p>In addition to Clause 36 of the Call Off Terms, both Parties shall comply with the following:</p> <p>1.1 Neither Party shall:</p> <p>1.1.1 make any press announcements or publicise this Call Off in any way; or</p> <p>1.1.2 use either Parties' name or brand in any promotion or marketing or other announcement;</p> <p>without prior written approval of the other Party.</p> <p>1.2 Each party acknowledges to the other that nothing in this Call Off either expressly or by implication constitutes an approval and/or endorsement of any goods or Services of the other party (including the goods and/or Services) and each party agrees not to conduct itself in such a way as to imply or express any such approval and/or endorsement.</p> <p>1.3 The Customer shall be entitled to publicise this Call Off in accordance with any legal obligation upon the Authority, including any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.</p>
10.14	<p>Staff Transfer</p> <p>There are no notified sub-contractors to be listed.</p>
10.15	<p>Processing Data</p> <p>See below. This will be revisited once the data handling required is better understood.</p>
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Date:	29th March 2020

Description Of Authorised Processing	<p>The Supplier may be required to process Personal Data to model and analyse the performance of the call centre operation and perform risk stratification / modelling on data sets.</p> <p>We will always try to avoid this wherever possible and only work with summarised or anonymised data if absolutely essential.</p>	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call-Off agreement.	
Use of Personal Data	<p>The Customer warrants and represents that they have any necessary consent, provided any necessary notice and done all things required under the Data Protection Legislation to disclose Personal Data to us in connection with the Services.</p> <p>The Customer must tell us in writing if the Supplier are provided with special category data. The Supplier shall act as a Controller and perform the Services in accordance with the Data Protection Legislation.</p>	
Duration of the processing	For the duration of the Call-Off.	
Nature and purposes of the processing	<p>The Supplier will take appropriate technical and organisational steps to protect against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data.</p> <p>The Supplier shall process the Personal Data (i) to provide the Services; (ii) for our reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet our legal and regulatory obligations. The Supplier may share Personal Data with other parties who facilitate our business. The Supplier will only disclose Personal Data where it is required in connection with such purposes and in compliance with DP Legislation.</p> <p>The Supplier shall notify you promptly: (i) upon receiving a request for Personal Data or other request from a data subject, or if we receive any claim, complaint or</p>	

		<p>allegation relating to the processing of the Personal Data; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the Personal Data in the Supplier's possession or control.</p> <p>Upon request, each Party shall provide the other with information relating to its processing of Personal Data as reasonably required for the other to satisfy its obligations under DP Legislation.</p>	
	Type of Personal Data	To be agreed	
	Categories of Data Subject	To be agreed	
10.16	<p>MOD DEFCONS AND DEFFORMS</p> <p>MOD DEFCONS and DEFFORMS are not applicable and none of these form part of this Call Off Contract.</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 and Title	REDACTED
Signature	REDACTED
Date	29/03/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	30/03/2020

CALL OFF SCHEDULE 2: SERVICES

Refer to paragraph 2.1 of the Order Form (Attachment 5a).

ANNEX 1: THE SERVICES

The Supplier will provide the following services.

The Supplier will provide a team of consultants with skills and experience initially in:

- Project and programme management and Project Management Office (PMO);
- Customer and Service Design;
- Call-Centre operations; and
- Data analysis and modelling.

The Supplier team will be led by REDACTED, Partner KPMG.

The specific tasks to be performed by the Supplier's resources will be discussed, agreed and documented between REDACTED (or REDACTED) and the Engagement Leader, REDACTED (or his delegate) at the start of the project and at the end of every week thereafter (or other period as may be mutually agreed). A project plan will be produced, updated regularly and shared with the Customer that will document the activities that Supplier is supporting.

However, the Supplier team will change flexibly and new consultants added and changed to provide the full range of support services to help and support delivering this programme at pace.

The Supplier team will support and assist the Customer in delivering the The National Shielding Programme and will provide Services to assist in the preparation of the programme's deliverables. The Supplier will not be providing Supplier branded deliverables.

For the first 4 weeks the Supplier will plan the team usage on a weekly basis.

The Supplier (REDACTED) will review the composition of the team on a weekly basis with the Customer (REDACTED (and/or REDACTED)) to report on the areas and activities that Supplier has assisted and supported on.

The Supplier will be initially supporting the following Customer workstream areas:

- REDACTED, as Programme Director;
- REDACTED, establishing the project governance and key project and programme management products;
- REDACTED, taking the policy decisions required to inform the other workstreams;
- REDACTED, establishing the customer service design for the new service provision;
- REDACTED, delivering the technology and digital services needed to deliver the customer service design; and
- REDACTED's delegate to establish the data analytics and reporting required to inform the service development and report progress and performance through the governance groups.

The Supplier will prepare a weekly report showing the resource usage showing: Supplier team member, grade and hours spent and areas of activity supported. The Supplier will seek

feedback on the Supplier team members and look for formal sign-off from the Customer of acceptance of the quality of their inputs and support.

In the second and subsequent months the Supplier will review the Supplier Personnel with the Customer and look to assess whether there needs to be some Key Personnel identified for the delivery of the Services under this Call Off Agreement or whether to move to a rolling monthly forecast of Supplier skills and team required with a forward projection of three months.

Supplier Client Lead Partner and Quality Assurance Partner roles

REDACTED, the Supplier's DWP Client Lead Partner, will act as a point of escalation in the unlikely event this is required, but he will remain closely involved, given this programme's importance.

The Supplier will introduce an independent Partner as a Quality Assurance Partner, (REDACTED), who will meet with the Customer and review progress and get independent feedback on the Supplier's work and support. REDACTED.

Data security and Personal data – important caveat

The Supplier is working at pace to challenging deadlines using new and novel remote working approaches. The Supplier is not able to co-locate physically as normal and use Government systems directly to perform some tasks.

The Supplier will endeavour to ensure the correct personal security clearances are in place, data is exchanged and used securely. However, the Supplier highlights the risk here for transparency and approval by the Customer CISO. The Supplier will prepare a Security Management Plan in light of this for this Call-Off.

The Supplier will not be able to handle or process Personal Data or Personally Sensitive data without additional agreement and potential Variations to this Call-Off agreement to accommodate this.

CALL OFF SCHEDULE 3: CONTRACT CHARGES AND PAYMENT TERMS

ANNEX 1: CALL OFF CONTRACT CHARGES

Refer to paragraph 6.1 of the Order Form (Attachment 5a).

REDACTED

ANNEX 2: PAYMENT TERMS/PROFILE

Refer to paragraph 6.2 of the Order Form (Attachment 5a).

The Supplier will invoice on a monthly basis at the end of the calendar month. The invoice will be supported by a detailed breakdown of the name, role, grade, hours worked and rate charged for each Supplier team member during each month.

The invoice will be payable 30 days after presentation.