

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

The Provision an Information Review

FOR

Cabinet Office

FROM

REDACTED

Contract Reference: CCCC20A11

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 **Information Review** 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.

Order Number	00546810
From	Cabinet Office ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")
Date	31/12/2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Wednesday 12 February 2020
1.2.	Expiry Date: End date of Initial Period: Tuesday 31 March 2020

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: Annex 1: The Services, Section 7 (Key Milestones and Deliverables)
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) applied
4.2	Service Levels/Service Credits: See section 15 (Service Levels and Performance) of the Statement of Requirements (Annex 1: The Services)
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See section 15 (Service Levels and Performance) of the Statement of Requirements (Annex 1: The Services)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Redacted Supplier: Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Redacted
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: See section 19 (Location) of the Statement of Requirements (2 Annex 1: The Services) Travel to any other venue will need to be approved by the Authority prior to any travel arrangements being booked. The Cabinet Office Travel & Subsistence policy will apply.

6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the 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 applied
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

7.1	Estimated Year 1 Call Off Contract Charges: Redacted
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38.3 of the Call Off Terms

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: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Not applicable

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 5 February 2020 Recital D - date of receipt of Call Off Tender: 06 February 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: See section 16 (Security And Confidentiality Requirements) of the Statement of Requirements (Call Off Schedule 2 Annex 1: The Services), including adherence to cyber-security principles, Cyber Essentials Plus, and ISO 27001.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not applied
10.9	Notices (Clause 56.6 of the Call Off Terms): Redacted
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: Not applied
10.12	Call Off Tender: Annex 2
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)

	Clause 36.3.2 shall apply														
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).														
10.15	<p>Processing Data Call Off Schedule 17</p> <ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: [to be completed at contract award] 2. The contact details of the Suppliers Data Protection Officer is: [to be completed at Contract award] 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. <table border="1" style="width: 100%; margin-top: 20px;"> <tr> <td style="background-color: #cccccc;">Contract Reference:</td> <td style="background-color: #cccccc;">CCCC20A11</td> </tr> <tr> <td style="background-color: #cccccc;">Date:</td> <td style="background-color: #cccccc;">Wednesday 12 February 2020</td> </tr> <tr> <td style="background-color: #cccccc;">Description Of Authorised Processing</td> <td style="background-color: #cccccc;">Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Award plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>Not applicable.</td> </tr> </table>	Contract Reference:	CCCC20A11	Date:	Wednesday 12 February 2020	Description Of Authorised Processing	Details	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 Framework Agreement.	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 Award plus 7 years.	Nature and purposes of the processing	Not applicable.
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Duration of the processing	For the duration of the Framework Award plus 7 years.														
Nature and purposes of the processing	Not applicable.														

	Type of Personal Data	Not applicable.	
	Categories of Data Subject	Not applicable.	
10.16	MOD DEFCONs and DEFFORM		
	Not applied		

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	Redacted

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	Redacted