



Ministry  
of Justice

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**Call Off Order Form for Management Consultancy Services  
Management Consultancy Framework Two (MCF2) -  
RM6008**

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**Con\_17811**

**Expert Determination Process Support**

**FRAMEWORK SCHEDULE 4**  
**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 Expert Determination Process Support dated **27 October 2019**.

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_17811</b> <span style="float:right"><b>(Purchase Order Number to follow)</b></span>
From	<b>Ministry of Justice</b> 102 Petty France, Area 10.38, Westminster, London, SW1H 9AJ <b>("CUSTOMER")</b>
To	<b>Ernst &amp; Young LLP,</b> 1 More London Place, London, SE1 2AF <b>("SUPPLIER")</b>
Date	<b>27<sup>th</sup> October 2019</b> <b>("DATE")</b>

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date</b> 27 <sup>th</sup> October 2019
<b>1.2.</b>	<b>Expiry Date:</b> End date of Initial Period <b>31<sup>st</sup> December 2020</b> End date of Extension Period: <b>N/A</b> Minimum written notice to Supplier in respect of extension: <b>N/A</b>

## 2. SERVICES

<b>2.1</b>	<b>Background of Requirements</b>  <b>REDACTED</b> <ul style="list-style-type: none"><li>• <b>Issue 1:</b> An assessment of the costs that the MoJ was entitled to deduct for completing the whole of the service for the remainder of the term of the contracts, including the MoJ's entitlement to retain amounts in respect of certain items of work that it alleges were not completed at the time of termination;</li><li>• <b>Issue 2:</b> An assessment of whether deductions made as a result of the contractual KPI regime should have been applied to Variable Works.</li></ul> <b>REDACTED</b>
<b>2.2</b>	<b>Scope of Requirements</b>  The scope of this requirement is to appoint a professional services provider ("the Supplier") to provide consultancy services to the MoJ for the preparation of a submission document to the Independent Experts. The submission document is to relate to the three claims described in section 2.1 of this document.  The MoJ will separately appoint an appropriate legal team, including queens counsel, to prepare an articulation of the contractual entitlement and legal opinion with respect to the three claims. The Supplier will be required to work closely with MoJ's legal counsel to ensure that the technical work undertaken by the Supplier compliments the activity of the legal team.  <b>REDACTED</b> .  The requirements of the Supplier may include, but not limited to, the following activities:  <b>REDACTED</b>  It is anticipated that the Supplier's team will be multi-disciplinary but is likely to include FM industry experts, financial analysts and forensic accounts.
<b>2.3</b>	<b>Programme</b>  The expert determination exercise will allow the MoJ a four-week period prior to submission of documents to the Independent Experts to prepare its submission. Table 1 is a suggested programme.

Table 1: Suggested Programme

Description	
Mobilisation	The timetable will be as set out in the Expert Determination process'.
Documentation gathering	
Preparation of submission	
Review of first draft	
Finalise submission document	
Following submission to the Independent Experts, further requests for information may be requested	
Potential Optional Extra	

## 2.4 Management of the Commission

The Supplier will be managed by representatives of MoJ's Commercial and Contract Management Directorate (CCMD). CCMD will provide overall direction and contract management of the Supplier, however the Supplier will be required to work independently on the commission and coordinate relevant stakeholders.

The relevant stakeholders available to support the commission will be:

- **MoJ CCMD:** Overall responsibility and direction of the commission;
- **HMPPS Operations:** Provision of operational expertise and access to contractual communications and other documentation;
- **MoJ Legal/Government Legal Department:** Legal team working on the submission;
- **MoJ Finance:** Provision of financial information relating to pre- and post-**REDACTED** costs;
- **Gov Facility Services Ltd (GFSL):** **REDACTED** .

The MoJ will require a weekly progress report to be submitted by close of play each Friday, identifying the status of each key element of the commission, the progress of engagement with stakeholders and a projection for the completion of the remaining work. The Supplier will then meet with the MoJ and other relevant stakeholders each Monday morning to discuss the progress of the commission and the activities required for the coming week.

### 3. PROJECT PLAN

3.1.	Project Plan: N/A
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### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> As per details in 2.4
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> Not applied
4.5	<b>Period for providing Rectification Plan:</b> In Clause <b>Error! Reference source not found.</b> of the Call Off Terms

### 5. PERSONNEL

5.1	<b>Key Personnel:</b> Name: <b>REDACTED</b> <b>REDACTED</b>
5.2	<b>Relevant Convictions</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): None

### 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Will be Payment on a 'time and materials' basis  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

6.3	<b>Reimbursable Expenses:</b> Not permitted
6.4	<p><b>Customer billing:</b></p> <p>The authority will send POs via Basware eMarketplace.</p> <p>The Supplier must register, when invited, on Basware in order to receive POs unless non-use has specifically agreed by the Authority. (Please refer to the Basware-supplier-letter-FINAL.)</p> <p> Basware-supplier-letter-FINAL.pdf</p> <p>The Supplier shall invoice the Authority via Basware.</p>
6.5	<b>Call Off Contract Charges fixed for the term of this agreement</b>
6.6	<b>Supplier periodic assessment of Call Off Contract Charges:</b> Not applied
6.7	<b>Supplier request for increase in the Call Off Contract Charges</b> Not Permitted

## 7. LIABILITY AND INSURANCE

7.1	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of <b>REDACTED</b></p>
7.2	<p><b>Supplier's limitation of Liability</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms);</p> <p>Subject to Clause <b>Error! Reference source not found.</b> (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed £2 million (or, if greater, the total amount of the Charges charged by the Supplier to the Customer under this Call Off Contract)</p>
7.3	<b>Insurance</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): "No policies of insurance are stipulated in this Call Off Order Form"

## 8. TERMINATION AND EXIT

8.1	<b>Termination on material Default</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):
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	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> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> N/A
<b>9.2</b>	<b>Commercially Sensitive Information:</b> The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR.  The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.

## 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</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b>

	Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms): Not required
<b>10.9</b>	<p><b>Notices</b> (Clause <b>Error! Reference source not found.</b> of the Call Off Terms):</p> <p><b>Customer’s postal address and email address:</b></p> <p><b>REDACTED</b>, CCMD, HMPPS, DG - Finance Group Commercial &amp; Contract Management (CCM), 102 Petty France, London, SW1H 9AJ</p> <p><b>REDACTED</b></p> <p><b>Supplier’s postal address and email address:</b></p> <p><b>REDACTED</b>, Ernst &amp; Young LLP, 1 More London Place, London, SE1 2AF</p> <p><b>REDACTED</b></p>
<b>10.10</b>	<p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</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> <ol style="list-style-type: none"> <li>1. For the avoidance of doubt, the Contracting Authority agrees that where the Supplier has expressed its proposed charging basis in Man Days where the Supplier delivers more than 8 Man Hours of effort in any 24 hour period the Supplier may charge for each additional Man Hour or part thereof delivered at the pro-rated Man Day rate.</li> <li>2. The Contracting Authority agrees that Supplier may charge for travel expenses incurred as a result of Supplier Personnel travelling to and from the premises at which the Services are principally to be performed, provided that the relevant premises are not their usual place of work.</li> <li>3. Clauses 34.1.4 and 34.10 will only apply to Project Specific IPR Items which have been specifically commissioned by the Customer to be characterised as Open Source and which the Supplier and the Customer have agreed in this Call Off Order Form will be designated as such.</li> <li>4. Clause 35.5 shall not apply and shall be superseded by the following clauses 5 – 7.</li> <li>5. Subject to applicable law, the Supplier may provide information provided by the Customer (“Client Information”) to other members of the global network of Ernst &amp; Young firms (“EY Firms”), each of which is a separate legal entity, the Supplier’s or other EY Firms’ subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”) and external service providers of the Supplier, other EY Firms, or EY Persons (“Service Providers”) who may collect, use, transfer, store or otherwise process it (collectively “Process”) in various jurisdictions in which they operate for purposes related to: <ol style="list-style-type: none"> <li>1) complying with regulatory, and legal obligations to which the Supplier is subject;</li> </ol> </li> </ol>

	<p>2) conflict checking;  3) risk management and quality reviews; and  4) internal financial accounting, information technology and other administrative support services (collectively “Processing Purposes”). The Supplier shall be responsible for maintaining the confidentiality of Client Information regardless of by whom such Information is Processed on its behalf.</p> <p>6. For the Processing Purposes referred to above, the Supplier and other EY Firms, EY Persons and Service Providers may Process Client Information relating to identified or identifiable natural persons (“Personal Data”) in various jurisdictions in which they operate (EY office locations are listed at <a href="http://www.ey.com">www.ey.com</a>&lt;<a href="http://www.ey.com">http://www.ey.com</a>&gt;). The transfer of Personal Data within the EY network is subject to EY Binding Corporate Rules policies (listed at <a href="http://www.ey.com/bcr">www.ey.com/bcr</a>&lt;<a href="http://www.ey.com/bcr">http://www.ey.com/bcr</a>&gt;&gt;). The Supplier will Process Personal Data in accordance with data protection requirements under applicable law and professional regulations including (without limitation) the Data Protection Act 2018 and with its coming into force, the EU General Data Protection Regulation 2016/679 and any legislative instrument, law or regulation that may supersede or amend it. The Supplier will require any Service Provider that Processes Personal Data on its behalf to adhere to such requirements. For Services where the Supplier acts as processor processing Personal Data on the Customer’s behalf, appropriate data processing terms will be included in these Call Off Terms. For the avoidance of doubt, the Supplier is acting as a Controller of Personal Data that it Processes for the Processing Purposes as defined in paragraph 5 sub-sections (2), (3), (4) and (5)</p> <p>7. The Customer warrants that it has the authority to provide Personal Data to the Supplier in connection with the performance of the Services and may be used by the Supplier as provided for in this Agreement and that any Personal Data provided to the Supplier has been Processed in accordance with applicable law.</p> <p>8. Paragraphs 3.2.3 and 3.2.5 of Call Off Schedule 7 shall be deleted (unless the work is being carried out on Customer ICT).</p> <p>9. Call Off Schedule 10, Parts A and B shall be deleted.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b>  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>  In Clause 36 (Publicity and Branding).  No further requirements in Clause 36.3.2.</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	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	<b>REDACTED</b>

### For and on behalf of the Customer:

Name and Title	<b>REDACTED</b>
Signature	<b>REDACTED</b>
Date	<b>REDACTED</b>

## ANNEX 1: CALL OFF CONTRACT CHARGES

Any variations or extension to the services detailed in section 2.1 will be agreed with the MoJ and will be charged on a time and materials basis at the MCF2 rates detailed below.

Rank	Bill rate/hr (£)	Day rate (£)
EY - Partner/Director	REDACTED	REDACTED
EY - Senior Manager	REDACTED	REDACTED
EY - Manager	REDACTED	REDACTED
EY - Executive/Senior	REDACTED	REDACTED
Arcadis - Partner	REDACTED	REDACTED
Arcadis – Associate FM Lead	REDACTED	REDACTED
Arcadis – Consultant	REDACTED	REDACTED

**REDACTED**