



Crown
Commercial
Service

**Provision of Support for
Armed Forces Recruiting Programme Partner
To
Ministry of Defence
From
Deloitte LLP**

Contract Reference: CCCC19A42

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 support for Armed Forces Recruiting Programme Partner dated 1st August 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	To be advised by Contracting Authority post award
From	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 7 th August 2019
1.2.	Expiry Date: End date of Period: 31 st March 2020

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services). See Statement of Requirements below:  CCCC19A42- Statement of Requirer
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) See Section 7 of the Statement of Requirements
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Contracting Authority</u> Redacted <u>Customer</u> Redacted Redacted Redacted Redacted Redacted <u>Supplier</u> Redacted Redacted Redacted Redacted Redacted Redacted Redacted Redacted
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	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): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Redacted For the avoidance of doubt, the contract will not exceed £2,450,000.00 exc. VAT.
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) Refer to Section 17 of the Statement of Requirements
6.3	Reimbursable Expenses: Permitted The base location of the services will be carried out at Ramillies building, Army HQ, Andover, however there may be a requirement to attend other sites in the UK (primarily Cranwell, Portsmouth and Upavon). In these instances travel costs can be submitted with prior notice, and will be paid in line with MOD policy.
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)): 8 months from the Call Off Commencement Date
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: The sum of £ 2,450,000.00 exc. VAT
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7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): In 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: Not applied

9. SUPPLIER INFORMATION

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

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 8 th July 2019 Recital D - date of receipt of Call Off Tender: 22 nd July 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements All Supplier staff should be cleared to Security Checked (SC) level and certification must be provided in advance of arrival to enable access to the MOD system. BPSS clearance may be acceptable if required to enable access to the relevant SQEP for the requirement. This must be agreed on an individual basis in advance.

	The Customer will process security pass applications to gain access to the site. It is the Supplier's responsibility to supply details of Security Clearances in advance of appointment to enable passes to be provided.
10.4	<p>ICT Policy:</p> <p>The Supplier's staff will be provided access to MOD systems where required and will need to comply with MOD security instructions (to be provided on arrival).</p> <p>The Supplier's staff may utilise their own IT, noting that this must be in line with MOD security guidelines and the security classifications for handling of material. However, the Authority will arrange access to Army IT systems and process security pass applications. It is the Supplier's responsibility to supply details of Security Clearances in advance of appointment.</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied</p> <p>Disaster Period:</p> <p>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applied</p>
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>In Clause 35.2.3 of the Call Off Terms</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: Redacted</p> <p>Redacted</p> <p>Supplier's postal address and email address: Redacted</p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not Applied</p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p> <p>See Tender Submission below:</p> <p>Redacted Redacted</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>In Clause 36.3.2 of the Call Off Terms</p>
10.14	<p>Staff Transfer</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 16</p>

10.16	DEFCONs and DEFFORMs										
	<p>DEFCON 76 Contractor's Personnel At Government Establishments</p> <p>DEFCON 90 Copyright</p> <p>DEFCON 127 Price Fixing Condition For Contracts Of Lesser Value</p> <p>DEFCON 501 Definitions And Interpretations</p> <p>DEFCON 514 Material Breach</p> <p>DEFCON 520 Corrupt Gifts And Payments Of Commission</p> <p>DEFCON 522 Payment and Recovery of Sums Due</p> <p>DEFCON 529 Law (English)</p> <p>DEFCON 531 Disclosure Of Information</p> <p>DEFCON 538 Severability</p> <p>DEFCON 566 Change Of Control Of Contractor</p> <p>DEFCON 604 Progress Reports</p> <p>DEFCON 609 Contractor's Records</p> <p>DEFCON 625 Co-Operation On Expiry Of Contract</p> <p>DEFCON 642 Progress Meetings</p> <p>DEFCON 647 Financial Management Information and Financial Management Information Annex A and B</p> <p>DEFCON 656A Termination for Convenience – Under £5M</p> <p>DEFCON 660 Official-Sensitive Security Requirements</p> <p>DEFCON 681 Decoupling Clause - Subcontracting With The Crown</p> <p>DEFCON 703 Intellectual Property Rights - Vesting In The Authority</p>										
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	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	For communication between the parties to the contract
Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <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 & reason for termination</p> <p>Contract type</p> <p>Compensation data</p>

	Photographic Facial Image Biometric data Birth certificates IP Address Details of physical and psychological health or medical condition Next of kin & emergency contact details Record of absence, time tracking & annual leave	
Categories of Data Subject	Current personnel Contractors Suppliers	

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	5 th August 2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	31 July 2019