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Commercial  
Service

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

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## 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 **RM3745** dated for **MS2022 Procurement Support** 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 Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>700785374</b>
<b>From</b>	<b>Ministry of Defence Navy Command, Leach Building, Whale Island, Portsmouth, PO2 8BY ("CUSTOMER")</b>
<b>To</b>	<b>Ernst &amp; Young LLP 1 More London Place London SE1 2AF ("SUPPLIER")</b>

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 23/06/2020</b>
	<b>Expiry Date:</b>  End date of Initial Period <b>14/08/2020</b>  End date of Extension Period <b>15/03/2021</b>  Minimum written notice to Supplier in respect of extension: <b>1 week</b>

#### SERVICES

<b>2.1</b>	<b>Services required:</b>  In Call Off Schedule 2 (Services) – As detailed in the Statement of Requirements.
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## PROJECT PLAN

3.1.	<b>Project Plan:</b> – As detailed in the Statement of Requirements.
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## CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> – As detailed in the Statement of Requirements.
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 6.3.1 of the Call Off Terms

## PERSONNEL

5.1	<b>Key Personnel:</b> As detailed in the Statement of Requirements.
5.2	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):

## PAYMENT

6.1	<b>Call Off Contract Charges</b> (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	<b>Payment terms/profile</b> (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)

<b>6.3</b>	<b>Reimbursable Expenses:</b> 13.3 of the Statement of Requirements applies.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>Navy Command</b> Jago Road HMNB Portsmouth
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): <b>All</b> Call Off Contract Years from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> Not applied
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> Not applied

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £100,200 plus VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1 of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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> In Call Off Schedule 9 (Exit Management)

## SUPPLIER INFORMATION

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

## OTHER CALL OFF REQUIREMENTS

10.1	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
10.2	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
10.3	<b>Security:</b> Short form security requirements
10.4	<b>ICT Policy:</b> Not applied
10.5	<b>Testing:</b> Not applied
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
10.7	NOT USED
10.8	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):
10.9	<b>Notices</b> (Clause 56.6 of the Call Off Terms):

	<p>Customer's postal address and email address:  <b>Naval Command, Leach Building, Whale Island, Portsmouth, PO2 8BY</b></p> <p>Supplier's postal address and email address:  <b>Ernst &amp; Young LLP, 1 More London Place, London, SE1 2AF</b></p>
<b>10.10</b>	<p><b>Transparency Reports</b>  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>
<b>10.12</b>	<p><b>Call Off Tender:</b>  In Call Off Schedule 16</p>
<b>10.13</b>	<p><b>Publicity and Branding</b> Not applied</p>
<b>10.14</b>	<p><b>Staff Transfer</b>  Annex to Call Off Schedule 10, Part C List of Notified Sub-Contractors (Call Off Tender).</p>
<b>10.15</b>	<p><b>Processing Data</b>  Call Off Schedule 17</p>

1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
2. Any such further instructions shall be incorporated into this Schedule.

<b>Contract Reference:</b>	<b>700785374</b>
<b>Date:</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>
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	
Type of Personal Data	Full name  Workplace address

		<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 &amp; 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 &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p>
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		<p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>																					
	<p>Categories of Data Subject</p>																						
<p><b>10.16</b></p>	<p><b>MOD DEFCONs and DEFFORM</b></p> <p>Call Off Schedule 15</p>																						
<p><b>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</b></p> <p>DEFCONs</p> <table border="1" data-bbox="256 1205 1394 1738"> <thead> <tr> <th data-bbox="256 1205 635 1335">DEFCON No</th> <th data-bbox="635 1205 1011 1335">Version</th> <th data-bbox="1011 1205 1394 1335">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="256 1335 635 1429">DEFCON 703</td> <td data-bbox="635 1335 1011 1429">08/13</td> <td data-bbox="1011 1335 1394 1429">Intellectual Property Rights – Vesting In The Authority</td> </tr> <tr> <td data-bbox="256 1429 635 1487">DEFCON 90</td> <td data-bbox="635 1429 1011 1487">11/06</td> <td data-bbox="1011 1429 1394 1487">Copyright</td> </tr> <tr> <td data-bbox="256 1487 635 1559">DEFCON 658</td> <td data-bbox="635 1487 1011 1559">10/17</td> <td data-bbox="1011 1487 1394 1559">Cyber</td> </tr> <tr> <td data-bbox="256 1559 635 1617">DEFCON 532B</td> <td data-bbox="635 1559 1011 1617">05/18</td> <td data-bbox="1011 1559 1394 1617">Personal Data Particulars</td> </tr> <tr> <td data-bbox="256 1617 635 1675">DEFCON 539</td> <td data-bbox="635 1617 1011 1675">08/13</td> <td data-bbox="1011 1617 1394 1675">Transparency</td> </tr> <tr> <td data-bbox="256 1675 635 1738"></td> <td data-bbox="635 1675 1011 1738"></td> <td data-bbox="1011 1675 1394 1738"></td> </tr> </tbody> </table>			DEFCON No	Version	Description	DEFCON 703	08/13	Intellectual Property Rights – Vesting In The Authority	DEFCON 90	11/06	Copyright	DEFCON 658	10/17	Cyber	DEFCON 532B	05/18	Personal Data Particulars	DEFCON 539	08/13	Transparency			
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DEFFORMs

DEFFORM No	Version	Description

## 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	
Signature	
Date	22 June 2020

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

Name and Title	
Signature	
Date	