



**Crown
Commercial
Service**

**Provision of a Debt Market Integrator
Open Book Audit
To
Cabinet Office
From
Atkins Limited**

Contract Reference: CCCC20A12

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 **RM6008** dated **04 September 2018**.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

This Call Off Contract is for The Provision of a Debt Market Integrator Open Book Audit.

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.

Order Number	To be completed post Contract award
From	Cabinet Office ("CUSTOMER")
To	Atkins Limited ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Wednesday 19 February 2020
1.2.	Expiry Date: Tuesday 31 March 2020

2. SERVICES

2.1.	Services required: REDACTED
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3. PROJECT PLAN

3.1.	Project Plan: REDACTED.
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4. CONTRACT PERFORMANCE

4.1.	Standards:
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	Clause 11 (Standards and Quality) shall apply REDACTED
4.2	Service Levels/Service Credits: REDACTED
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: REDACTED.
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):

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) For the avoidance of doubt the contract value shall not exceed £69,740.00 (exc VAT) REDACTED
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)
6.3	Reimbursable Expenses: REDACTED The primary locations of the Services will be carried out at the shared premises of Indesser and TDX at REDACTED and the Framework Authority's premises at REDACTED. For the purposes of travel and subsistence, the 'Base Location' shall be deemed as REDACTED and shall therefore be included in the day rate.

	<p>If the debtor interaction subcontractors need to be visited, these are located disparately across the UK, including REDACTED. It is expected that all documentation from Indesser's sub-contractors could be provided electronically, negating the need for extensive travel.</p> <p>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.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Cabinet Office, REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The life of the contract including all extension options.</p>
6.6	<p>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:</p> <p>Not applied</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £69,740.00 (exc VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In Clause 37.2.1 of the Call Off Terms</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>In Clause 38.3 of the Call Off Terms</p>

8. TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2 of the Call Off Terms)):</p> <p>In Clause 42.2.1(c) of the Call Off Terms</p>
8.2	<p>Termination without cause notice period (Clause 42.7 of the Call Off Terms):</p> <p>In Clause 42.7.1 of the Call Off Terms</p>
8.3	<p>Undisputed Sums Limit:</p> <p>In Clause 43.1.1 of the Call Off Terms</p>
8.4	<p>Exit Management:</p>

	In Call Off Schedule 9 (Exit Management)
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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): Recital A Recital C - date of issue of the Statement of Requirements: 5 February 2020 Recital D - date of receipt of Call Off Tender: 10 February 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
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 Not Applied
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): Customer's postal address and email address: Cabinet Office, REDACTED Supplier's postal address and email address: Atkins Limited, 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: In Schedule 16 (Call Off Tender)										
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	Processing Data Call Off Schedule 17 <ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: REDACTED The contact details of the Suppliers Data Protection Officer is: To be confirmed post Contract Award The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>CCCC20A12</td></tr> <tr> <td>Date:</td><td>19 February 2020</td></tr> <tr> <td>Description Of Authorised Processing</td><td>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> </table>	Contract Reference:	CCCC20A12	Date:	19 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.
Contract Reference:	CCCC20A12										
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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	18/02/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	19/02/2020