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**Provision of Consultancy for Advisory Expertise**

**to Support Commercial Capability Services Team**

**To**

**Cabinet Office**

**From**

**Baringa Partners LLP**

**Contract Reference: CCCC19A53**

**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 Agreementfor the provision of Consultancy for Advisory Expertise to Support Commercial Capability Services Teamdated 4 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.

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| **Order Number** | **To be advised by the Authority** |
| **From** | **Cabinet Office**  **("CUSTOMER")** |
| **To** | **Baringa Partners LLP**  **("SUPPLIER")** |

**SECTION B**

1. **call off contract period**

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|  | **Commencement Date**: 16th March 2020 |
|  | **Expiry Date**:  End date of Initial Period 13th November 2020  End date of Extension Period 15th March 2021  Minimum written notice to Supplier in respect of extension: 1 Month |

1. **Services**

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| **2.1.** | **Services required**:  Please refer to Annex 1- Statement of Requirements. |

1. **PROJECT Plan**

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| **3.1.** | **Project Plan**:  Please refer to Annex 1- Statement of Requirements. |
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1. **contract performance**

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| **4.1.** | **Standards**:  Please refer to Annex 1- Statement of Requirements. |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  Please refer to Annex 1- Statement of Requirements. |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. **personnel**

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| **5.1** | **Key Personnel**:  Customer- REDACTED  Supplier- REDACTED |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  In Clause 28.2 of the Call Off Terms |

1. **PAYMENT**

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  For the avoidance of doubt the contract value shall not exceed £98,000.00 (exc VAT) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  The Supplier will invoice monthly in arrears. Each invoice must contain a detailed elemental breakdown of work completed during that month and the associated costs, including the number of days expended and any associated travel and subsistence costs. |
| **6.3** | **Reimbursable Expenses:**  The Supplier will provide advisory and learning facilitation services to the following locations, REDACTED. There may be a necessity for some work across the country and therefore SMEs will be required to travel. Travel and expenses will be paid in line with Cabinet Office Travel and Subsistence policy where it does not form part of the agreement of the location of the two venues listed above, which the rate includes expenses.  All travel and subsistence costs must be incurred with due regard for economy; must be supported by receipts / tickets and must have been agreed in writing by the Authority. |
| **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)):  For the term of the Call Off Contract from the Call Off Commencement Date. |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. **LIABILITY and insurance**

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  A figure not to exceed the sum of £98,000.00 (exc VAT) |
| **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 |

1. **TERMINATION and exit**

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| **8.1** | **Termination on material Default** (Clause 42.2.1(c) of the Call Off Terms)):  In Clause 42.2.1(c) of the Call Off Terms |
| **8.2** | **Termination without cause notice period** (Clause 42.7.1 of the Call Off Terms):  In Clause 42.7.1 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) |

1. **supplier information**

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

1. **OTHER CALL OFF REQUIREMENTS**

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A  Recital C - date of issue of the Statement of Requirements:2nd March 2020  Recital D - date of receipt of Call Off Tender:5th March 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements  AND  Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security. |
| **10.4** | **ICT Policy:**  Not applied |
| **10.5** | **Testing**:  Not applied |
| **10.6** | **Business Continuity & Disaster Recovery**:  Not applied  **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):  In Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):  Customer’s postal address and email address: REDACTED  Supplier’s postal address and email address:  REDACTED |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **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):**  Not Applied |
| **10.12** | **Call Off Tender**:  See Annex 2 Supplier Proposal |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  The Supplier ensure that neither it nor any of its Affiliates, Sub-Contractors, sub- contractors, employees, agents, servants or representatives   1. embarrass the Customer or other Crown Bodies; 2. cause, permit, contribute or is in any way connected to material adverse publicity relating to or affecting the Customer, other Crown Bodies and/or the Contract; or 3. brings the Customer or other Crown Bodies into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or other Crown Bodies,   regardless of whether or not such acts or omissions are related to the Supplier’s obligations under the Call Off Contract. |
| **10.15** | * + 1. The contact details of the Customer Data Protection Officer is:   REDACTED   * + 1. The contact details of the Suppliers Data Protection Officer is:   To be confirmed.   * + 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.  |  |  | | --- | --- | | **Contract Reference:** | CCCC19A53 | | **Date:** | **12th March 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 |  | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure Information Qualifications or certifications | | Nationality | | Education & training history | | Previous work history | | Personal Interests | | References and referee details | | Driving license details | | National insurance number | | Bank statements | | Utility bills | | Job title or role | | Job application details | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | 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 |  | |

**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.**

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| **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 | 19/3/20 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | *REDACTED* |
| Date | 02/04/2020 |