

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 Project Management Services for Office Fit Out at Apex House, Birmingham.

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.

Customer User Agreement Reference Nubmer	FSA
Order Number	FSA600
From	Food Standards Agency Foss House Kings Pool York YO1 7PR ("CUSTOMER")
From	██████████ – Procurement ██████████ – Project Lead ("CUSTOMER REPRESENTATIVE")
To	Carter Jonas Mayfield House 256 Banbury Road Oxford OX2 7DE ("SUPPLIER")
To	██████████ ("SUPPLIER REPRESENTATIVE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 8 October 2018
1.2.	Expiry Date: End date of Initial Period : 31 March 2018 End date of Extension Period: 30 April 2018

2. SERVICES

2.1	<p>Services required:</p> <p>Project Management including:-</p> <p>Defining the Brief: After detailed briefing meetings, Carter Jonas will work with the design team to translate FSA requirements into a robust and technically detailed specification. This will result in a brief to the tendering fit out contractors which is not open to interpretation and FSA new offices are in line with their expectations. In addition, this document will be used to form the basis of formal contract documents thereby reducing financial exposure and commercial risk.</p> <p>Contractor Selection With respect to the fit out contractor selection, Carter Jonas role would incorporate a full strategic procurement remit including:</p> <ul style="list-style-type: none"> • Identifying the most appropriate procurement route (Carter Jonas are currently working on the basis that it will be a Design and Build project) • The preparation of thorough tender documentation • Agreeing a list of suitable tenderers for inclusion in the process [REDACTED] • Drafting of appropriate contract terms, based on a standard industry form of contract, such as the JCT and acting as Employers Agent for the purposes of the selected contract • Evaluating contractor's offers to ensure that FSA select the best value solution. Carter Jonas understand that the assessment criteria will be 70% quality, 30% cost. <p>As discussed, the contractor will directly contract with FSA and Carter Jonas will for the purposes of the contract act on behalf of FSA in the role of Employer's Agent. In practice, this role will comprise regular review meetings with the selected contractor to consider programme, progress, financial and early warning of any issues and risks which Carter Jonas will report back to FSA on a monthly basis.</p> <p>Managing the Works Overseeing the delivery of the construction project including:</p> <ul style="list-style-type: none"> • Administrating the terms of the construction contract on behalf of FSA, including delivery. • Weekly site inspections of programme and progress. • The chairing of regular project team meetings in order to facilitate decision making or resolve any
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	<p>issues.</p> <ul style="list-style-type: none"> • Interim valuations of completed work and certifying reasonable payment to contractors in line with the contract. • Agreeing any variations to the work on behalf of FSA and agreement of reasonable costs. • Overseeing snagging to completed works before handing over to FSA, and managing the rectification period after completion of the works.
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3. IMPLEMENTATION PLAN

3.1.	<p>Implementation Plan:</p> <p>Design - client approval to proceed to tender – All documents to Carter Jonas by 19th October 2018 Carter Jonas to check specification and approve before release. Procurement - ITT released Friday 26th October 2018 Tender evaluation and Contractor appointment by 7th December 2018 Plan finalised /Integrated Fit Out Plan Agreed by 21st December 2018 Contract signed by 21st December 2018 Fit Out period 2nd January 2019 to 28th February 2019</p>
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4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p>
4.2	<p>Service Levels/Service Credits:</p> <p>██████████</p> <p>Service Credit Cap (Call Off Schedule 1 (Definitions)):</p> <p>██████████</p> <p>Customer periodic reviews of Service Levels (Clause 18.7.1 of the Call Off Terms):</p> <p>██████████</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)</p>

4.5	Period for providing Rectification Plan: In Clause 43.2.1(a) of the Call Off Terms
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5. PERSONNEL

5.1	Key Personnel: <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div> – Partner, Carter Jonas <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div> Associate Partner, Carter Jonas
5.2	Relevant Convictions (Clause 32.2 of the Call Off Terms):

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): <div style="background-color: black; width: 100%; height: 20px;"></div>
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: <div style="background-color: black; width: 100%; height: 20px;"></div>
6.4	Customer billing address (paragraph 8.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Please submit invoices to Accounts-Payable.fsa@sscl.qse.gov.uk for work with FSA. Please include the referring FSA purchase order number in the email title and within the invoice to allow Invoice/Purchase Order matching. Note that invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for valid purchase order through email.
6.5	Call Off Contract Charges fixed for (paragraph 9.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Full term of Call Off
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 10.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: N/A
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):

	Not Permitted
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7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: [REDACTED]
7.2	Supplier's limitation of Liability (Clause 41.2.1 of the Call Off Terms); As defined in Clause 41.2.1 of the Call Off Terms
7.3	Insurance (Clause 42.3 of the Call Off Terms): As defined in Clause 37.3

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 46.2.1(c) of the Call Off Terms): As defined in Clause 46.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 46.7.1 of the Call Off Terms): As defined in Clause 46.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: As defined in Clause 47.1.1 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:
9.2	Commercially Sensitive Information:

10. OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A</p>
10.2	<p>Call Off Guarantee (Clause 9 of the Call Off Terms):</p> <p>Not required</p>
10.3	<p>Security:</p> <p>1. DEFINITIONS</p> <p>1.1 In this Call Off Schedule 7, the following definitions shall apply:</p> <p>"Breach of Security" means the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, <p>in either case as more particularly set out in the Security Policy;</p> <p>2. INTRODUCTION</p> <p>2.1 The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met;</p> <p>2.2 This Call Off Schedule 7 covers:</p> <ul style="list-style-type: none"> 2.2.1 principles of protective security to be applied in delivering the Services; 2.2.2 the creation and maintenance of the Security Management Plan; and 2.2.3 obligations in the event of actual or attempted Breaches of Security.

3. PRINCIPLES OF SECURITY

- 3.1 The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Call Off Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 complies with the Security Policy;
 - 3.2.4 meets any specific security threats of immediate relevance to the Services and/or the Customer Data; and
 - 3.2.5 complies with the Customer's ICT Policy where appropriate.
- 3.3 Subject to Clause 39 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY MANAGEMENT PLAN

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Call Off Schedule 7. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- (a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- (b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- (c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the

Customer with access to the Services, processes associated with the provision of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;

- (d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it

in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

4.4 Amendment and Revision of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- (a) emerging changes in Good Industry Practice;
- (b) any change or proposed change to the Services and/or associated processes;
- (c) any change to the Security Policy;
- (d) any new perceived or changed security threats; and
- (e) any reasonable change in requirements requested by the Customer.

4.4.2 The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:

- (a) suggested improvements to the effectiveness of the Security Management Plan;

(b) updates to the risk assessments; and

(c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.

4.4.4 The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

5. BREACH OF SECURITY

5.1 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.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps(which shall include any action or changes reasonably required by the Customer) necessary to:

(a) minimise the extent of actual or potential harm caused by any Breach of Security;

(b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

(c) prevent an equivalent breach in the future exploiting the same root cause failure; and

(d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

	<p>5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer.</p>
10.4	<p>Accessibilty Policy Not applied</p>
10.5	<p>Equality and Diversity Policy Not applied</p>
10.6	<p>ICT Policy: Not applied</p>
10.7	<p>Testing: Not applied</p>
10.8	<p>Business Continuity & Disaster Recovery: Not applied</p>
10.9	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms: Not applied</p>
10.10	<p>Protection of Customer Data (Clause 39.2.3 of the Call Off Terms):</p>
10.11	<p>Notices (Clause 60.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Food Standards Agency Foss House Kings Pool, Peasholme Green York, YO1 7PR [REDACTED]</p> <p>Supplier's postal address and email address:</p>

	Carter Jonas Mayfield House 256 Banbury Road Oxford OX2 7DE 
10.12	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.13	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):
10.14	Call Off Tender:
10.15	Customer's Social Value priorities Not applied

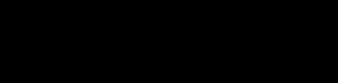
FORMATION OF CALL OFF CONTRACT

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	 ASSOCIATE PARTNER
Signature	
Date	28 NOVEMBER 2018

For and on behalf of the Customer:

Name and Title	 Category Manager
Signature	
Date	30 November 2018

