



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Agreement
RM3745
Provision of Consultancy for Business Intelligence
and Reporting
To
Office of Government Property
From
Ernst & Young LLP
Contract Reference CCCC19A92**

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 21st November 2017. This Call Off Order Form relates to the Provision of Consultancy for Business Intelligence and Reporting.

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.

Order Number	To be confirmed post contract award
From	Office of Government Property ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 25 th November 2019
	Expiry Date: End date of Initial Period 10 th January 2019

SERVICES

2.1	Services required: (Call Off Schedule 2 (Services)) See Attachment 3 Redacted
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PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) See Section 5 and 6 of Attachment 3 Redacted
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CONTRACT PERFORMANCE

4.1.	Standards: See Clause 11 of the Call Off Terms. See Section 13 of the Attachment 3 Redacted
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Sections 6, 8 and 13 of Attachment 3 Redacted
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT. Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) 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) See Section 15 of Attachment 3 Redacted
6.3	Reimbursable Expenses: Permitted The base location of the Services will be carried out at the OGP offices in Redacted Expenses to the Base Location should be included in the day rates. Expenses to other locations will be paid in line the Customer's Travel & Subsistence policy and should be agreed in advance of travel.
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)): The full term of the Contract.
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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £122,387,50 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

TERMINATION AND EXIT

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 Clause 46.5 and Call Off Schedule 9 (Exit Management)

SUPPLIER INFORMATION

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

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital B to E Recital C - date of issue of the Statement of Requirements: 29 th October 2019 Recital D - date of receipt of Call Off Tender: 12 th November 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply The Customer will require non-disclosure agreement if access to information about certain sensitive projects or programs.
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 N/A		
10.7	NOT USED		
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) Not applied		
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: Call Off Schedule 16 See Redacted		
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36.3.2 of the Call Off Terms		
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).		
10.15	<ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: To be confirmed post contract award 2. The contact details of the Suppliers Data Protection Officer is: To be confirmed post contract award 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. <table border="1" data-bbox="344 1787 1406 1906" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 20%;">Contract Reference:</td> <td style="text-align: center;">CCCC19A92</td> </tr> </table>	Contract Reference:	CCCC19A92
Contract Reference:	CCCC19A92		

	Date:	21st November 2019
	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	To enable the transfer of information and communications between the parties to this contract
	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

		<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> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</p>	<p>Current personnel</p> <p>Consultants</p> <p>Customers</p> <p>Suppliers</p>
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	26/11/2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	29/11/19

