

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 Management Consultancy Services 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 Template Call Off Order Form and the Call Off Terms.

Order Number	CPD/004/120/034
From	Ministry of Housing, Communities and Local Government ("CUSTOMER")
To	Ove Arup & Partners Limited ("SUPPLIER")
Date	15 April 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 01 May 2020
1.2.	Expiry Date: End date of Initial Period: 31 April 2021 End date of Extension Period: 31 October 2021 Minimum written notice to Supplier in respect of extension: 30 days

2. SERVICES

2.1	Services required: As detailed in the Customer's document ref " <i>Appendix B - Statement of Requirements V7_0</i> ".
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3. PROJECT PLAN

3.1.	Project Plan:
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	<p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date. This shall be consistent with the KEY MILESTONES set out in section 5 of the Customer's document ref "Appendix B - Statement of Requirements V7_0".</p> <p>Key dates and deliverables will be reviewed / agreed during the inception phase.</p>
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4. CONTRACT PERFORMANCE

4.1. Standards:	<p>Subject always to the exercise of Good Industry Practice:</p> <ul style="list-style-type: none"> • The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. • The Supplier should present new ways of working and ongoing learning to the Authority during monthly Contract review meetings. • Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
4.2 Service Levels/Service Credits:	Not applied
4.3 Critical Service Level Failure:	Not applied
4.4 Performance Monitoring:	Not applied
4.5 Period for providing Rectification Plan:	In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1 Key Personnel:	As set out within APPENDIX 4B of the Supplier's Tender response.
5.2 Relevant Convictions (Clause 28.2 of the Call Off Terms):	Not applied

6. PAYMENT

6.1 Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	As detailed in Supplier's price response ref "Q7 Appendix E - Pricing Schedule – Arup".
6.2 Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):	<p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Proportionate milestone payments and the payment profile will be reviewed / agreed during the inception phase.</p>
6.3 Reimbursable Expenses:	

	<p>The Supplier's pricing is inclusive of all normal travel expenses but does not include any special data, licences or unforeseen significant travel or other expense requirements. These unforeseen expenses, which may be required, would be charged additionally at cost where agreed, in advance, by the Customer.</p> <p>Any third-party costs, incurred by the Supplier on behalf of the Towns, to deliver engagement and consultation are not included in the Supplier's daily rates. These would be charged additionally at cost where agreed, in advance, by the Customer.</p> <p>Venue hire for events such as workshops are not included in the Supplier's fee and must be agreed in advance with the Customer.</p> <p>In line with CCS framework terms the Supplier will work 8-hour days. Any overtime - weekends or evenings - will be charged in line with the Supplier's rate card, but only where agreed in advance by the Customer.</p> <p>Any further reports in addition to those included in the Supplier's Tender response may incur additional costs, but only where agreed in advance by the Customer.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for</p> <p>The full duration of the contract, including any extensions.</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges</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 £7,990,190.20.</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>Aggregate liability will not exceed a sum equal to one hundred and twenty-five per cent (125%) of the Estimated Year 1 Call Off Contract Charges.</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>Professional Indemnity up to: £10,000,000 per claim.</p> <p>Public and Products Liability up to: £5,000,000 per claim.</p> <p>Employer's Liability up to: £5,000,000 per claim.</p>

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 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 of the Call Off Terms): In Clause 42.7 of the Call Off Terms i.e the period of thirty (30) Working Days.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms i.e. "one month's average Call Off Contract Charges".
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied
9.2	Commercially Sensitive Information: Any information relating to the Supplier's and its sub-contractors' staff's personal information (CV's, contact details etc.) and the Supplier's pricing, that contains details of its cost base, that relates to its proprietary information as well as its approach and/or its methodologies shall be commercially sensitive. NOTE - The Supplier's Total Price for this contract shall be published on Contracts Finder, as required under the Government's Transparency Agenda.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 06 February 2020 Recital D - date of receipt of Call Off Tender: 06 March 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied

10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): No personal data is expected to be involved in the delivery of the services.
10.9	Notices (Clause 56.6 of the Call Off Terms): 1) Customer's email address: REDACTED 2) Supplier's email address: REDACTED
10.10	Transparency Reports As set out in the Customer's document " <i>Appendix B - Statement of Requirements V7_0</i> ": The supplier will provide weekly updates to the Customer during inception, and then monthly progress updates during implementation of the Towns Fund PMO and also to the Towns that the supplier will be working with. These should include work completed during the period, plans for the next period, flagging any key risks or actions etc. The format of these reports is to be agreed with the Customer during inception.
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 As set out in Clause 36 of the Call Off Terms
10.14	Staff Transfer Not applied
10.15	Processing Data Call Off Schedule 17. No personal data is expected to be involved in the delivery of the services.
10.16	MOD DEFCONs and DEFFORM Not required

11. AMENDMENTS TO THE CALL OFF CONTRACT TERMS

11.1	Clause 30.2 of the Call-Off Contract Terms (" Appointment of Key Sub-Contractors ") shall not apply.
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11.2	<p>Clause 24.3.1 of the Call Off Contract Terms shall be deemed deleted and replaced as follows:</p> <p>“The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract”.</p>
11.3	<p>Clause 34 shall be deemed as set out below:</p> <p>Clause 34.2.1 of the Call Off Contract Terms is amended by the addition of the following text at the end of the clause:</p> <p>“provided that in respect of any software and/or digital process (together with any associated documents) that the Supplier creates and/or modifies under or in connection with the provision of the Services, the Customer shall grant to the Supplier an irrevocable, royalty-free, non-exclusive licence (with the right to grant sub-licences) to use such software and/or modifications for any purpose.”</p> <p>Clause 34.2.3 of the Call Off Contract Terms is amended by the addition of the following text at the end of the clause:</p> <p>“for any purpose relating to the Services (or substantially equivalent Services).”</p> <p>Clause 34.3.1 of the Call Off Contract Terms is amended to the following clause:</p> <p>“The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent Services) but not otherwise.”</p> <p>Clause 34.4.1 (a) (ii) of the Call Off Contract Terms is amended to the following clause:</p> <p>“the sub-licence only authorises the third party to use the rights licensed in Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent Services); and”</p> <p>Clause 34.5.1 (b) of the Call Off Contract Terms is amended to the following clause:</p> <p>“to any body (including any private sector body) which performs or carries on any of the functions and/or activities relating to the Services that previously had been performed and/or carried on by the Customer.”</p> <p>Clause 34.10.4 of the Call Off Contract Terms is amended to the following clause:</p> <p>“The Customer will give due consideration to any request from the Supplier for any part of the Project Specific IPRs to be excluded from the requirement to be in an Open Source format and will act reasonably in determining whether to Approve a request for exclusion. Where the Customer has Approved a request by the Supplier under Clause 33.1.4, for any part of the Project Specific IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Background IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:”</p>

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	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	