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**The Provision of HR Surge Roles**

**To**

**Department for Health and Social Care**

**From**

**Program Planning Professionals Limited T/A MI-GSO**

Contract Reference: CCCC21A03

Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM**

12/08/2013

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 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 Call Off Order Form and the Call Off Terms.

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| Order Number | **To be confirmed following contract award** |
| From | **Department for Health and Social Care****("CUSTOMER")** |
| To | **Program Planning Professionals Limited T/A MI-GSO PCUBED****("SUPPLIER")** |
| Date  | **15.02.2021****("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: The contract shall be deemed to have commenced on 16.10.2020. |
| * 1.
 | **Expiry Date**:End date of Initial Period: 23.03.2021 |

1. Services

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| --- | --- |
| 2.1.  | **Services required**: To manage the work involved in the processing of the Contain Outbreak Management Fund, including developing process and operational guides, ensuring legislation and regulations are followed. Supporting the wider secretariat in any other tasks as required.To provide oversight and direction for the rapidly developing Mobile Processing projects the first of which is to be delivered within 4 weeks of start date. This represents a step change in capability. Scope of work rises to direct the delivery of four different mobile processing projects which will be provide Four Nations coverage and a strategic reserve to be used in outbreak response and to reduce turnaround times. |

1. PROJECT Plan

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| **3.1.**  | **Project Plan**: Not applicable |

1. contract performance

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| **4.1.**  | **Standards**:In Clause 11 of the Call Off Terms |
| **4.2** | **Service Levels/Service Credits**:Not applied |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** Weekly meetings will be held to discuss deliverables. |
| **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**: **DHSC**REDACTED**Program Planning Professionals Limited T/A MI-GSO PCUBED**REDACTED |
| **5.2** | **Relevant Convictions:** In Clause 28.2 of the Call Off Terms |

1. PAYMENT

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT): REDACTED |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.This is a call-off contract which is not expected to exceed £62,700.00. Levels of work cannot be guaranteed. |
| **6.3** | **Reimbursable Expenses**: Permitted in line with DHSC policy |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):REDACTEDAccounts Payable Department of Health & Social Care 39 Victoria Street London  |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):The duration of the contract term. |
| **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 applicable |
| **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**:The sum of £62,700.00 (ex VAT) |
| **7.2** | **Supplier’s limitation of Liability** In Clause 37.2.1 of the Call Off Terms |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms):The Supplier’s standard business insurance shall apply. |

1. TERMINATION and exit

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| **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 |
| **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 applicable |
| **9.2** | **Commercially Sensitive Information**:The Supplier’s proposal, rates and pricing shall be deemed as commercially sensitive information, along with the following information. |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recital A |
| **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:**To be provided by the Customer before the Commencement DateCustomer ICT Policy will be applicable |
| **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 defined if required during the contract term. |
| **10.7** | **Protection of Customer Data** In Clause 35.2.3 of the Call Off Terms |
| **10.8** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: DHSCRichmond House79 WhitehallLondonGreater LondonSW1A 2NSEmail: REDACTEDSupplier’s postal address and email address: 3-5 Crutched FriarsLondonGreater LondonEC3N 2HTEnglandEmail: REDACTED |
| **10.9** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) |
| **10.10** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**Not applicable |
| **10.11** | **Call Off Tender**:The Services will be delivered in line with the requirements set out at 2.1. |
| **10.12** | **Publicity and Branding:** In Clause 36.3.2 of the Call Off Terms |
| **10.13** | **Staff Transfer**Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.14** | **Processing Data**Call Off Schedule 17The contact details of the Customers Data Protection Officer are:REDACTEDThe contact details of the Suppliers Data Protection Officer are:REDACTED |
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| **Contract Reference:** | **CCCC21A03** |  |  |
| **Date:**  | 15.02.2021 |  |  |
| **Description Of Authorised Processing** | **Details** |  |  |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor 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 Contract plus 7 years.  |  |  |
| Nature and purposes of the processing |  |  |  |
| Type of Personal Data | Full nameWorplace addressWorkplace Phone Number Workplace email address Names Job Title |  |  |
| Categories of Data Subject |  |  |  |

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| **10.16** | **MOD DEFCONs and DEFFORM**Not applicable |

**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.**

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| **For and on behalf of the Supplier:** |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |
| **For and on behalf of the Customer:** |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |