Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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12/08/2013

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of **Management Consultany 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.

This Order Form shall comprise:

This document headed “Order Form”

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 | **REDACTED** |
| From | Department of Health and Social Care |
| To | Accenture (UK) Ltd |
| Date | 06th November 2020 |

SECTION B

1. call off contract period

|  |  |  |
| --- | --- | --- |
|  | **Commencement Date**: | This contract is deemed to have commenced on Tuesday 22nd September 2020 |
|  | **Expiry Date**:  End date of Initial Period:  End date of Extension Period:  Minimum written notice to Supplier in respect of extension: | Monday 22nd March 2021  Not Applicable  30 days advance notification |

1. Services

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| --- | --- | --- |
| 2.1. | **Services required**: | Provision of the named resources in the roles outlined in section 5.1 of this Order Form (Key Personnel).  The Joint Biosecurity Centre strategy :  We will achieve its mission by:  •Early identification of community transmission and outbreaks  •Expert and transparent assessment of the drivers and concentrations of COVID-19 risk  •Analysis and insight to optimise impact of interventions  •Seamless join-up with key partners to enable effective response to outbreaks  We will do this by:  •Fusing data, information and knowledge from new and existing sources to derive unique and timelyinsight  •Building strong partnerships with public health organisations across the 4 nations of the UK tomaximise collective expertise and capacity  •Working with the business divisions across NHS Test and Trace to ensure our analysis and insight isdriving operational and policy decisions  •Operationalising the very best scientific analysis and models from the public sector, academia andindustry; welcoming peer review of our own  •Ensuring the escalation frameworks and powers are in place to allow containment of COVID-19, andstrengthening coordination of the cross-Government and local-to-national response  Our customers:  •Local and regional decision makers  •Ministers and Government departments  Our enablers:  •Robust, agile data architecture and analysis platforms  •A diverse workforce with the right blend of skills to ensure organisational excellence and resilience  •Strategic partnerships built on mutual trust and added value  •Strong corporate governance and expert independent oversight  Our values:  • Transparent and accountable  • Learning and improving  • Collaborative and partnering  • Impact and outcome focussed  The JBC requires the Supplier to provision business consultancy roles on a resource augmentation basis to support the JBC mission. |

1. PROJECT Plan

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| **3.1.** | **Project Plan**: | Not required. |
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1. contract performance

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| --- | --- | --- |
| **4.1.** | ***Standards****:* | The Supplier shall comply at all times during the Call Off Contact Period with relevant Customer policies as notified to the Supplier prior to signature to the Call Off Order Form (as updated from time to time) such as the Customer Expenses Policy.  The Supplier shall provide the Services in accordance with Good Industry Practice |
| **4.2** | **Service Levels/Service Credits**:  Not applied | Not applicable. |
| **4.3** | **Critical Service Level Failure**:  Not applied | Not applicable. |
| **4.4** | **Performance Monitoring:**  Not applied | Not applicable. |
| **4.5** | **Period for providing Rectification Plan:** | As per Clause 39.2.1(a) Call Off Terms – 10 Working Days |

1. personnel

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

1. PAYMENT

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| --- | --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  In 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) | As per Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).  30 day payment terms |
| **6.3** | **Reimbursable Expenses**: | Permitted. No expenses currently anticipated, but if/when travel is permitted again, in the event people are asked to travel or stay outside of their base location, reasonable expenses allocation for that shall be agreed in advance (with Buyer prior agreement & subject to Buyer expense policy.) |
| **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)): | Not Applicable |
| **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 Applicable |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**: | The sum of **£1,885,085.00** (exclusive of VAT and expenses) |
| **7.2** | **Supplier’s limitation of Liability** (Clause 37.2.1 of the Call Off Terms); | As per Call Off Contract Clause 37.2.1,  125% of Estimated Call Off Contract Charges |
| **7.3** | **Insurance** (Clause 38.3 of the Call Off Terms): | As specificied within Framework Agreement.  (Third Party Public Liability Insurance (£) £5m per claim and in aggregate  Professional Indemnity Insurance (£) £5m per claim and in aggregate) |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 42.2 of the Call Off Terms)): | As per Call Off Contract 42.2.1(c), the Customer may terminate the Call Off Contract for material Default by issuing a Termination Notice where:  As a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% of the value of the Supplier’s aggregate annual liability limit for that Contract Year as set out in Clause 37.2.1(b) (Liability); |
| **8.2** | **Termination without cause notice period** (Clause 42.7 of the Call Off Terms): | As per Call Off Contract Clause 42.7, the period of notice is 30 Working Days.  However, the Contractig Authority expects the actual duration of this Terminiation Without Cause Notice Period to be 48 hours notwithstanding the terms of the Call Off Contract Clause 42.7. |
| **8.3** | **Undisputed Sums Limit**: | As per Call Off Contract Clause 43.1.1 the Undisputed Sums Limit is the equivalent to one (1) month’s average Call Off Contract Charges. |
| **8.4** | **Exit Management:** | Not Applied |

1. supplier information

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

1. OTHER CALL OFF REQUIREMENTS

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| --- | --- | --- |
| **10.1** | **Recitals** (in preamble to the Call Off Terms): | Recital A: Direct Award |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):** | Not Required |
| **10.3** | **Security**: | As Per Call Off Schedule 7 (Security); short form (paragraphs 1 to 5 of Schedule 7 (Security) |
| **10.4** | **ICT Policy:** | The Customer is responsible for provision of the ICT Policy to the Supplier, where compliance with the policy is required. |
| **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): | Provisions of Clause 35.2.3 (Protection of Customer Data) shall apply. |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms): | Customer nominated postal and email address for notices:  **REDACTED** |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) | Not Applicable |
|  | | |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:** | Not Used |
| **10.12** | **Call Off Tender**:  In Schedule 16 (Call Off Tender) | Not Applicable |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)** | The provisions of Call Off Contract Clause 36 shall apply. |
| **10.14** | **Staff Transfer** | The Customer and the Supplier agree that the provision of the temporary resources by the Supplier to the Customer under this Call Off Contract, and on termination or expiry (in whole or part) of the Call Off, will not constitute a "relevant transfer" to which the Employment Regulations will apply. |
| **10.15** | **Processing Data**  Call Off Schedule 17 | The Supplier will be acting on instruction from the Customer on a resource augmentation basis, following Customer policies on data access, data processing activities per role shall be updated into Call Off Contract clause 10.15 as specified within the below table. |
| |  |  | | --- | --- | | **Contract Reference:** | *CCZV20A01* | | **Date:** | **06th November 2020** | | **Description Of Authorised Processing** | **Details** | | Identity of the Controller and Processor | Where any Personal Data are Processed in connection with the exercise of the Parties’ rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor | | 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 name  Worplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure InformationQualifications 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 |  | | | |
| **10.16** | **MOD DEFCONs and DEFFORM** | Not Applicable |
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**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 | 06 November 2020 |
| **For and on behalf of the Customer:** | |
| Name and Title | **REDACTED** |
| Signature | **REDACTED** |
| Date | [To be included once signature has been provided] |