



Crown  
Commercial  
Service

**Support to the College of Policing in Completing the Design,  
Delivery and Implementation of a New Target Operating Model**

**To**

**Deloitte LLP**

**From**

**The College of Policing**

**Contract Reference: CCCC20A87**

## 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 Support to the College of Policing in Completing the Design, Delivery and Implementation of a New Target Operating Model 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	<b>CCCC20A87</b>
From	<b>The College of Policing ("CUSTOMER")</b>
To	<b>Deloitte LLP ("SUPPLIER")</b>
Date	<b>1<sup>st</sup> September 2020 ("DATE")</b>

##### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 10 <sup>th</sup> September 2020
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 31 <sup>st</sup> March 2021  End date of Extension Period: 30 <sup>th</sup> September 2021  Minimum written notice to Supplier in respect of extension: 28 Days

#### 2. SERVICES

<b>2.1.</b>	<p><b>Services required:</b></p> <p>In Call Off Schedule 2 Annex 1: The Services</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The initial plans are: The implementation plan contained within Call Off Schedule 2, The Services, Annex 5, and the project plan submitted by Deloitte in Call Off Schedule 16, Page 04.</p> <p>The initial plans will be subject to change as a result of the requirement in Schedule 2 The services, Annex 3 Requirements and WS summaries, Area of Support 1, bullet 2, that states:</p> <p>Review/ <b>finalise overall delivery plan</b> to support design, transition and implementation of final TOM. Setting out programme wide delivery schedule/ key activity, milestones, resourcing requirements and to identify subsequent review points. <b><i>To be completed within the first three weeks.</i></b></p> <p>Any timetable will be dependent on both parties fulfilling their respective responsibilities.</p> <p>Relevant stakeholders/leaders and suitably skilled staff will be available by the Customer during the project for regular meetings and engagement with the project.</p> <p>The Supplier's proposed approach is based on the Customer assuming the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Notifying the Supplier promptly if any of the information or data the Customer have provided becomes inaccurate or if any of the requirements change or if the Customer become aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may impact the provision of the Services within the anticipated timescales.</li> <li>• Providing the Supplier with accurate, complete and robust data.</li> <li>• Providing the Supplier with accurate, complete and not misleading information.</li> <li>• Making decisions/approvals in a timely manner and providing access to the personnel with no delays.</li> <li>• Ensuring that staff from the Customer overseeing the project are suitably skilled and/or experienced.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Obtaining approval from the Supplier in relation to release of any deliverable to a third party and obtaining any required, signed hold harmless letters and in all other cases ensuring that our deliverables are only used internally by the Customer and are not provided to third parties without inclusion of agreed form disclaimers.</li> <li>• Managing any third party Supplier's the Customer are using.</li> </ul> <p>Liaising with all other interested stakeholders as necessary.</p> <p>In providing the services, the Supplier expects to show drafts of their deliverables which will be superseded by final deliverables. Therefore in line with good industry practice, the Customer will not rely on any drafts or oral comments or advice unless its content has been finalised and confirmed with the Customer as a final deliverable.</p> <p>In line with good industry practice, the services in connection with this project will be performed for the sole benefit of the Customer and should only be used for the purpose described in the contract. Except as otherwise expressly agreed, no one other than the Customer may rely on the deliverables and/or information derived from and the Supplier accepts no responsibility to anyone else to whom the deliverables are shown or into whose hands they may come. Where the Customer needs to share the deliverables or any extracts with third parties, the Customer shall consult the Supplier first so that the Supplier can check such extracts are not misleading and that all the necessary disclaimers are in place.</p> <p>Please note that the Supplier will not audit or otherwise test or verify the information provided by the Customer. You agree that the Supplier shall be entitled to rely on all information provided by the Customer and on the decisions and approvals in connection with the Supplier 's services and to assume that all such information provided is true, complete, up to date and not misleading. The Supplier will not be responsible for the consequences of any information provided by or on behalf of the Customer in the course of the Services not being complete, up to date, accurate or current.</p> <p>It is the responsibility of the Customer to cleanse any data prior to sending to the Supplier. The Customer acknowledges and agrees that the Supplier shall not be expected to process any personal data.</p>
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>	Please see Section 12 Quality & 15 Service Levels and Performance within the Statement of Requirements in Call Off Schedule 2 Annex 1: The Services
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied	Not applicable.
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied	Not applicable.

4.4	<b>Performance Monitoring:</b>	<p>Please see Section 13 Service Levels and Performance within the Statement of Requirements in Call Off Schedule 2 Annex 1: The Services</p> <p>With regard to paragraph 13 of Call Off Schedule 2 (The Services) the College resources that are committed to monitoring and performance management shall be as set out in Annex 4 (Implementation Structure) to Call Off Schedule 2. The College shall make all such resources available for these purposes and shall reasonably cooperate at all times with the Supplier in monitoring and performance management.</p>
4.5	<b>Period for providing Rectification Plan:</b>	Not Applicable.

## 5. PERSONNEL

5.1	<p><b>Key Personnel:</b></p> <p>Customer: <b>REDACTED</b></p> <p>Supplier: <b>REDACTED</b></p>
5.2	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Not Applied.</p>

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p>	<p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).</p> <p>The final milestones and related payments may be subject to change as a result of the requirement in Schedule 2 The services, Annex 3 Requirements and WS summaries, Area of Support 1, bullet 2 that states:</p> <p>Review/ <b>finalise overall delivery plan</b> to support design, transition and implementation of final TOM. Setting out programme wide delivery schedule/ key activity, milestones, invoicing milestones, resourcing requirements and to identify</p>
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		subsequent review points. <b>To be completed within the first three weeks.</b>
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):	In Call-Off Schedule 3: (Call Off Contract Charges, Payment and Invoicing)  Payment will be made following satisfactory delivery of pre-agreed milestones. These milestones will be agreed between the College and the Supplier within three weeks of the start date of the engagement.
6.3	<b>Reimbursable Expenses:</b>	The supplier is entitled to invoice any travel expenses for any specific travel requirements, provided it has been pre-approved by the authority. Any expenses agreed will be in line with the College's Travel & Subsistence Policy.
6.4	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Invoices can be submitted electronically to: <b>REDACTED</b>
6.5	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Call Off Contract Years from the Call Off Commencement Date	31 Call Off Contract weeks from the Call Off Commencement Date 1 <sup>st</sup> September 2019 to 31 <sup>st</sup> March 2021 with the option of a six (6) month extension.
6.6	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:	Not Applied.
6.7	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Not Permitted.

## 7. LIABILITY AND INSURANCE

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b>	The total Contract Value shall not exceed £700,000.00 (ex VAT). A maximum of £599,100.00 of this will be applied to the capped cost element with the remainder being available for time and materials billing. No minimum spend is guaranteed.
7.2	<b>Supplier's limitation of Liability:</b>	Clause 37.2.1 of the Call Off Terms

<b>7.3</b>	<b>Insurance:</b>	In Clause 38.3 of the Call Off Terms
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## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):	In Clause 42.2.1(c) of the Call Off Terms, except that the Customer agrees and acknowledges that where any Supplier default gives rise to a Customer right to terminate or suspend this Call Off Contract in whole or in part the parties agree and acknowledge that if the breach is remediable then all remedy and re-performance procedures shall be complied with before the Customer may exercise any such termination or suspension rights. All remedial actions will fall in line with those outlined in the Framework terms and conditions.
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):	In Clause 42.7 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b>	In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>	In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>	Not Applied.
<b>9.2</b>	<b>Commercially Sensitive Information:</b>	<b>REDACTED</b>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E	Recitals B to E Recital C - date of issue of the Statement of Requirements: 14 <sup>th</sup> July 2020 Recital D - date of receipt of Call Off Tender: 27 <sup>th</sup> July 2020
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required	Not required.

<b>10.3</b>	<b>Security:</b> Select short form security requirements	Short form security requirements set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply.
<b>10.4</b>	<b>ICT Policy:</b>	Not applied.
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>	Not applied.
<b>10.7</b>	<b>NOT USED</b>	
<b>10.8</b>	<b>Protection of Customer Data</b>	Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):	(Clause 56.6 of the Call Off Terms): Customer's postal address: College of Policing Harperley Hall, Fir Tree, Crook, DL15 8DS Customer's email address: <b>REDACTED</b> Supplier's postal address: Deloitte LLP 1 New Street Square, London, EC4A 3HQ. Supplier's email address: <b>REDACTED</b>
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)	In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>	Not Applied.
<b>10.12</b>	<b>Call Off Tender:</b>	In Schedule 16 (Call Off Tender)
<b>10.13</b>	<b>Publicity and Branding</b>	In Clause 36.3.2 of the Call Off Terms
<b>10.14</b>	<b>Staff Transfer</b>	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17	

<b>Contract Reference:</b>	<b>GUIDANCE: TO BE REVIEWED AND COMPLETED FOR EACH CALL OFF CONTRACT</b>	
<b>Date:</b>	<b>ENTER DATE</b>	
<b>Description Of Authorised Processing</b>	<b>Details</b>	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be a data Controller and the Supplier shall be a 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 name Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certific Nationality Education & training history Previous work history Personal Interests	

	<p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <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 &amp; 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 condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual</p>	
Categories of Data Subject		

**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	REDACTED

**For and on behalf of the Customer:**

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED