



Ministry
of Justice

**Call Off Order Form for Management Consultancy Services
Management Consultancy Framework Two (MCF2) -
RM6008**

FRAMEWORK SCHEDULE 4
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 Expert Determination Process Support 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	Con_16454 (Purchase Order Number to follow)
From	Ministry of Justice 102 Petty France, London, SW1H 9AJ ("CUSTOMER")
To	Ernst & Young LLP , 1 More London Place, London, SE1 2AF ("SUPPLIER")
Date	1st May 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date 1st May 2019
1.2.	Expiry Date: End date of Initial Period 26th July 2019 End date of Extension Period: 26th October 2019 Minimum written notice to Supplier in respect of extension: 2 weeks

2. SERVICES

2.1	<p>Overview of Requirements</p> <p>The MoJ has agreed REDACTED to jointly seek a non-binding expert determination exercise as a way forward to narrow the issues in dispute.</p> <p>REDACTED</p> <p>REDACTED</p> <p>REDACTED</p>										
2.2	<p>Scope of Requirements</p> <p>The scope of this requirement is to appoint a professional services provider (“the Supplier”) to provide consultancy services to the MoJ for the preparation of a submission document to the Independent Experts.</p> <p>REDACTED</p> <p>Programme</p> <p style="text-align: center;"><i>Table 1: Suggested Programme</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="background-color: #d9e1f2;">Description</th> <th></th> </tr> </thead> <tbody> <tr> <td>Mobilisation</td> <td rowspan="7" style="vertical-align: middle; text-align: center;">The timetable will be as set out in the Expert Determination process’.</td> </tr> <tr> <td>Documentation gathering</td> </tr> <tr> <td>Preparation of submission</td> </tr> <tr> <td>Review of first draft</td> </tr> <tr> <td>Finalise submission document</td> </tr> <tr> <td>Following submission to the Independent Experts, further requests for information may be requested</td> </tr> <tr> <td>Potential Optional Extra</td> </tr> </tbody> </table>	Description		Mobilisation	The timetable will be as set out in the Expert Determination process’.	Documentation gathering	Preparation of submission	Review of first draft	Finalise submission document	Following submission to the Independent Experts, further requests for information may be requested	Potential Optional Extra
Description											
Mobilisation	The timetable will be as set out in the Expert Determination process’.										
Documentation gathering											
Preparation of submission											
Review of first draft											
Finalise submission document											
Following submission to the Independent Experts, further requests for information may be requested											
Potential Optional Extra											
2.3											

2.4	<p>Management of the Commission</p> <p>The Supplier will be managed by representatives of MoJ's Commercial and Contract Management Directorate (CCMD). CCMD will provide overall direction and contract management of the Supplier, however the Supplier will be required to work independently on the commission and coordinate relevant stakeholders.</p> <p>The relevant stakeholders available to support the commission will be:</p> <p>REDACTED</p>
------------	---

3. PROJECT PLAN

3.1.	Project Plan: N/A
-------------	--------------------------

4. CONTRACT PERFORMANCE

4.1.	<p>Standards: As per details in 2.4</p>
4.2	<p>Service Levels/Service Credits: Not applied</p>
4.3	<p>Critical Service Level Failure: Not applied</p>
4.4	<p>Performance Monitoring: Not applied</p>
4.5	<p>Period for providing Rectification Plan: [In Clause 39.2.1(a) of the Call Off Terms] [OR] [The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to []]</p>

5. PERSONNEL

5.1	<p>Key Personnel: REDACTED</p>
------------	--

5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None
------------	--

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): as set out in Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Will be Payment on a 'time and materials' basis In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address: All invoices must be sent, quoting a valid purchase order number (PO Number) and Contract reference, to: HMPPS, SSCL, PO Box 769, Newport, NP20 9BB. You must be in receipt of a valid PO Number before submitting an invoice.
6.5	Call Off Contract Charges fixed for the term of this agreement
6.6	Supplier periodic assessment of Call Off Contract Charges: Not applied
6.7	Supplier request for increase in the Call Off Contract Charges Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: REDACTED
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Subject to Clause Error! Reference source not found. (Unlimited Liability), the Supplier's total aggregate liability in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract as a result of Defaults by the Supplier shall in no event exceed £2 million (or, if greater, the total amount of the Charges charged by the Supplier to the Customer under this Call Off Contract)
7.3	Insurance (Clause 38.3 of the Call Off Terms): "No policies of insurance are stipulated in this Call Off Order Form"

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms):
------------	---

	<p>[In Clause 42.2.1(c) of the Call Off Terms]</p> <p>[OR]</p> <p>[The percentage of “80%” in Clause 42.2.1(c) shall be amended to []]</p>
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms) In Clause In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	<p>Commercially Sensitive Information:</p> <p>The Supplier may be disclosing commercially sensitive information to the Customer such as copyrights, know-how, methodology or trade secrets contained in Supplier Background IPR.</p> <p>The Supplier is aware of the Customer’s responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested.</p>

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy:

	Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer's postal address and email address: REDACTED CCMD, HMPPS, DG - Finance Group Commercial & Contract Management (CCM), 102 Petty France, London, SW1H 9AJ REDACTED Supplier's postal address and email address: REDACTED Ernst & Young LLP, 1 More London Place, London, SE1 2AF REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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): REDACTED
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In Clause 36 (Publicity and Branding). No further requirements in Clause 36.3.2.

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

ANNEX 1:
CALL OFF CONTRACT CHARGES

Any variations or extension to the services detailed in section 2.1 will be agreed with the MoJ and will be charged on a time and materials basis at the MCF2 rates detailed below.

Rank	Bill rate/hr (£)	Day rate (£)
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED