

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 Complex and Transformation 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	PS21017
From	UK Space Agency, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ ("CUSTOMER")
To	PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN ("SUPPLIER")
Date	01/04/2021 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 01/04/2021
1.2.	Expiry Date: 15/05/2021

2. SERVICES

2.1	<p>Services required:</p> <p>Summary of outcome:</p> <ol style="list-style-type: none">1. Continuing to support corporate planning, particularly the development of the planning framework i.e. the alignment of corporate goals, targets, and measures to the strategic priorities. <p>Statement of Work</p> <p>Support to Corporate Planning</p> <p>Over the last few weeks, PA has worked with the UK Space Agency to design and implement the approach for 21/22 corporate planning. The approach has successfully built on the 20/21 corporate planning, resulting in a far more detailed understanding of the work that needs to be delivered to achieve the Agency's objectives and the budgets and workforce required. This is providing the data required for the leadership team to make choices regarding the prioritisation of constrained resources.</p> <p>The Corporate Planning Team has requested support from PA over the next 5 weeks. The support will include working with the Corporate Planning Team to:</p> <ul style="list-style-type: none">• Undertake workforce reviews with Programmes, Growth and International to identify priority recruitment needs to be approved at CP project board• Develop the plan for the next two months to be agreed and signed off by Director ODD• Handover the analysis documents developed and approved as part of this year's corporate planning• Complete the first version of the Corporate Planning Centre of Excellence Handbook, gain approval from the Corporate Planning Project Board and hand it over to [REDACTED] <p>Any other activities required to support transition to UKSA staff will be identified through regular progress meetings with [REDACTED]</p>
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3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval no later than 7th May 2021</p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: Infrastructure Projects Authority (IPA) best practice
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: UKSA: [REDACTED] [REDACTED] PA: [REDACTED] [REDACTED]
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): The total value of this contract shall not exceed £24,681.23 excluding VAT The discounted framework rates supplied within 10.12 will apply
6.2	Payment terms/profile Payment shall be made via BACS Invoicing is to be submitted monthly, supported by corresponding timesheets aligning to the service requirements captured in Section 2.1 in addition to any supporting evidence requested by the customer. Any need for reimbursement of expenses is to be agreed with the customer in advance of expenditure. Invoices payable upon receipt of invoice and Purchase Order

6.3	Reimbursable Expenses: Permitted but must be agreed in advance and in alignment with UKSA's Travel and Subsistence Policy. (see Appendix 1)
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices to be sent to UKSA c/o UK SBS, Queensway House, West Precinct, Billingham, TS23 2NF or email: finance@services.ukpbs.co.uk Payment shall be made upon receipt of invoice and Purchase Order Number.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Call off contract charges fixed for the duration of the contract.
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Used
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £24,681.23 excluding VAT
7.2	Supplier's limitation of Liability In Clause 37.2.1 of the Call Off Terms
7.3	Insurance In Clause 38.3 of the Call Off Terms

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

8.3	Undisputed Sums Limit: In Clause 43.1.1 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: Not applicable
9.2	Commercially Sensitive Information: Suppliers rates and methodologies

10. OTHER CALL OFF REQUIREMENTS

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: Select short form security requirements
10.4	ICT Policy: To be provided by the Customer before the Commencement Date
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): Clause 35.2.3 of the Call Off Terms
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: UK Space Agency, Polaris House, North Star Avenue, Swindon SN2 1SZ Commercial@ukspaceagency.gov.uk Supplier's postal address and email address: 10 Bressenden Place, London, SW1E 5DN 

10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: The Supplier will use reasonable endeavours to meet all agreed dates however, time is not of the essence in respect of any dates set out in the Project Plan or in the Call – Off Agreement

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10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15


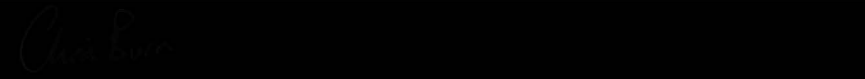
FORMATION OF CALL OFF CONTRACT

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	 Member of PA's Management Group
Signature	
Date	17/05/2021

For and on behalf of the Customer:

Name and Title	  , Organisation Design & Development Director
Signature	
Date	15/06/2021