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Commercial  
Service

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**Call Off Order Form for**  
**Management Consultancy Framework Agreement**  
**RM3745**  
**UK Shared Business Services ISO27001 Readiness**  
**Assessments**  
**To**  
**Government Internal Audit Agency**  
  
**From**  
  
**RSM UK Tax & Accounting Ltd**  
  
**Contract Reference CCCC19A75**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM AND CALL OFF TERMS**

#### **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 RM3745 dated 4<sup>th</sup> September 2017. This Call Off Order Form relates to the UK Shared Business Services ISO27001 Readiness Assessments

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.


<b>Order Number</b>	To be confirmed post contract award
<b>From</b>	Government Internal Audit Agency ("CUSTOMER")
<b>To</b>	RSM UK Tax & Accounting Ltd ("SUPPLIER")

##### **SECTION B**

##### **CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 14 <sup>th</sup> October 2019
	<b>Expiry Date:</b>  End date of Initial Period 31 <sup>st</sup> March 2020

##### **SERVICES**

<b>2.1</b>	<b>Services required:</b>  Call Off Schedule 2 (Services)   CCCC19A75 - Statement of Requir  See Sections 5 & 6 of the Statement of Requirements
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##### **PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b>
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	<p>Call Off Schedule 4 (Project Plan)</p> <p>See Section 7 of the Statement of Requirements in Section 2.1 of the Call Off Order Form.</p>
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<p><b>Standards:</b></p> <p>In Clause 11 (Standards and Quality)</p> <p>See Section 12 of the Statement of Requirements in Section 2.1 of the Call Off Order Form.</p>
<b>4.2</b>	<p><b>Service Levels/Service Credits:</b></p> <p>Not applied</p>
<b>4.3</b>	<p><b>Critical Service Level Failure:</b></p> <p>Not applied</p>
<b>4.4</b>	<p><b>Performance Monitoring:</b></p> <p>Not applied</p>
<b>4.5</b>	<p><b>Period for providing Rectification Plan:</b></p> <p>In Clause 39.2.1(a) of the Call Off Terms</p>

## PERSONNEL

<b>5.1</b>	<p><b>Key Personnel:</b></p> <p><u>Customer</u></p> <p>Redacted</p> <p><u>Supplier</u></p> <p>Redacted</p>
<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>In Clause 28.2 of the Call Off Terms</p>

## PAYMENT

<b>6.1</b>	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Redacted</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>

<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full Term of the Contract
<b>6.6</b>	<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
<b>6.7</b>	<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

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £ 22,900.00 exc. VAT
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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> Not applied

## 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> Not Applied

## OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 11 <sup>th</sup> October 2019 Recital D - date of receipt of Call Off Tender: 11 <sup>th</sup> October 2019
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Redacted Supplier's postal address and email address: Redacted
<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)
<b>10.11</b>	<b>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):</b> Not Applied
<b>10.12</b>	<b>Call Off Tender:</b> Not Required

10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms	
10.14	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	
10.15	<b>Processing Data</b> Call Off Schedule 17	
	<b>Contract Reference:</b>	<b>CCCC19A75</b>
	<b>Date:</b>	<b>14<sup>th</sup> October 2019</b>
	<b>Description Of Authorised Processing</b>	<b>Details</b>
	Identity of the Controller and Processor <u>Customer</u> Redacted <u>Supplier</u> To be confirmed post contract award	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.
	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.  The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.
	Duration of the processing	For the duration of the Framework Contract plus 7 years.
	Nature and purposes of the processing	Collection for research purposes.
	Type of Personal Data	Workplace address Workplace Phone Number Workplace email address Names Job Title Home address (potentially if no workplace address or same as workplace address)
Categories of Data Subject	Suppliers Current Employees	
10.16	<b>MOD DEFCONs and DEFFORM</b>	

	Not Applied
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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	21/10/2109

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

Name and Title	Redacted
Signature	Redacted
Date	22 October 2019