



Crown  
Commercial  
Service

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**Call Off Order Form for Management Consultancy Services  
RM6008**

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**Provision of Consultancy for the Independent Assessment  
of Programme Options**

**Contract Reference: CCCC19A65**

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**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 Management Consultancy Services dated 04 September 2018. This Call Off Order Form relates to the Provision of Consultancy for the Independent Assessment of Programme Options.

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	To be confirmed post Contract Award
From	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	14 <sup>th</sup> October 2019 ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 14 <sup>th</sup> October 2019
<b>1.2.</b>	<b>Expiry Date:</b>  End date of Initial Period: 31 <sup>st</sup> March 2020  End date of Extension Period: 30 <sup>th</sup> April 2020  Minimum written notice to Supplier in respect of extension: 1 month

## 2. SERVICES

<b>2.1.</b>	<b>Services required:</b>  In Call Off Schedule 2 Annex 1: The Services  See Statement of Requirements in Appendix A.
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  In Call Off Schedule 4 (Project Plan)  See Section 7 of the Statement of Requirements in Appendix A.
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## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  In Clause 11 of the Call Off Terms  See Sections 12, 15 and 16 of the Statement of Requirements in Appendix A.
<b>4.2</b>	<b>Service Levels/Service Credits:</b>  Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b>  Not applied
<b>4.4</b>	<b>Performance Monitoring:</b>  See Section 15 of the Statement of Requirements in Appendix A
<b>4.5</b>	<b>Period for providing Rectification Plan:</b>  In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b>  <u>Customer</u> Redacted  <u>Supplier</u> Redacted
<b>5.2</b>	<b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b>  In Clause 28.2 of the Call Off Terms. See Definition of Relevant Convictions in Call Off Schedule 1

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Redacted
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) See Section 17 of the Statement of Requirements in Appendix A.
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted  The base location of the Services will be carried out at Redacted. Travel may be required to, but not limited to, Devonport and Rosyth Naval Bases. There is no requirement for international travel. Travel and Subsistence to locations other than the Base location shall be payable in accordance with MOD Travel and Subsistence policy.
<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)): The term of the contract including any extension options
<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

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £610,350.00 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

## 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
<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> Not applied

## 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> Not Applied

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 16 <sup>th</sup> September 2019 Recital D - date of receipt of Call Off Tender: 27 <sup>th</sup> September 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 shall apply (Call Off Schedule 7: Security) See Section 16 of the Statement of Requirements (In Call Off Schedule 2 Annex 1: The Services) in Appendix A Security Aspects Letter (SAL) embedded below shall apply: Redacted Annex S Memorandum of Security for MoD Contractors embedded below shall apply: Redacted
<b>10.4</b>	<b>ICT Policy:</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 <i>n/a</i>
<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): 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) Not applicable
<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 Applicable
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender) See Appendix B
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applied
<b>10.14</b>	<b>Staff Transfer</b> Not Applied
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17
<b>Contract Reference:</b> CCCC19A65	
<b>Date:</b> 14 <sup>th</sup> October 2019	
<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 Parties are independent controllers of Personal Data 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	To share project information between the parties to this contract.
Type of Personal Data	<p>Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education &amp; 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 &amp; 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 &amp; emergency contact details  Record of absence, time tracking &amp; annual leave</p>
Categories of Data Subject	<p>Current personnel  Contractors  Suppliers</p>
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>

Call Off Schedule 15

**The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:**

DEFCONs

DEFCON No	Description
AQAP 2110	NATO AQ Req for Design, Development and Production
DEFCON 522	Payment and Recovery of Sums (CP&F)
DEFCON 608	Access & Facilities to be provided
DEFCON 609	Contractors Records
DEFCON 627	Certificate of Conformity
DEFCON 658	Cyber
DEFCON 660	Official Sensitive Security Requirements
DEFCON 703 (Edn 08/13)	Intellectual Property Rights
DEFSTAN 05-57	Configuration Management
DEFSTAN 05-61 pt1	Concessions
DEFSTAN -5-138	Cyber Security for Defence

**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	10 <sup>th</sup> October 2019

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

Name and Title	Redacted
Signature	Redacted
Date	16.10.2019