



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Two
RM6008
Provision of Cabinet Office Consultancy Support
Arrangements
To
Cabinet Office
From
KPMG LLP**

Contract Reference CCCC20A01

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 Management 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 Call Off Order Form and the Call Off Terms and relates to the Provision of Cabinet Office Consultancy Support Arrangements.

Order Number	To be confirmed post Contract Award
From	Cabinet Office ("CUSTOMER")
To	KPMG LLP ("SUPPLIER")
Date	1 September 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1 September 2020
1.2.	Expiry Date: End date of Initial Period: 31 August 2021 End date of Extension Period: 31 August 2022 Minimum written notice to Supplier in respect of extension: one month

2. SERVICES

2.1	Services required: See Appendix A – Statement of Requirements.
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3. PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) Not Applied
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 of the Call Off Terms See Section 10 and 12 of Appendix A, Statement of Requirements In line with Management Consultancy Framework Two requirements, Cyber Essentials accreditation must be maintained for the period of this contract.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: See Section 11 of Appendix A, Statement of Requirements
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

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

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Redacted
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	For the avoidance of doubt the maximum contract value shall not exceed £30,000,000.00 exc. VAT and including extension options.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) See Section 13 of Appendix A Statement of Requirements
6.3	Reimbursable Expenses: Permitted. Expenses to the base location as determined for each individual assignment should be included in the rates. Expenses to other locations will be paid in line with the Client Departments Travel and Subsistence policy and must be approved in advance.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Contract Term including any extension options
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 applied
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 £20,000,000.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): 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
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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: Redacted

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applied
9.2	Commercially Sensitive Information: The Supplier's tender proposal, any breakdowns of the Call Off Contract Charges, any Supplier Personal Data and Supplier Background IPR

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 28 February 2020 Recital D - date of receipt of Call Off Tender: 13 March 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements, however each individual assignment would be subject to the individual department's Security Policy as directed by the Project Engagement Letter.
10.4	ICT Policy: If an ICT Policy is required it will be directed by the Project Engagement Letter.
10.6	Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In 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: Redacted Supplier's postal address and email address: Redacted								
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: Not Applied								
10.12	Call Off Tender: Redacted								
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In addition to Clause 36.3.2, the Supplier shall: Not take any information offsite nor work offsite on the client department's information, with out the prior approval of the client department.								
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not Applied								
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: Redacted 2. The contact details of the Suppliers Data Protection Officer is: To be confirmed post Contract Award 3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td>Contract Reference:</td> <td>CCCC20A01</td> </tr> <tr> <td>Date:</td> <td>1 September 2020</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> </table>	Contract Reference:	CCCC20A01	Date:	1 September 2020	Description Of Authorised Processing	Details	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.
Contract Reference:	CCCC20A01								
Date:	1 September 2020								
Description Of Authorised Processing	Details								
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	
	Type of Personal Data	Full name Worplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & 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 & 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 & emergency contact details Record of absence, time tracking & annual leave
	Categories of Data Subject	Current personnel Contractors/Consultants Customers Public officers Suppliers Website end users
10.16	MOD DEFCONs and DEFFORM	
	Not Applied	

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	6 th August 2020

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	28/8/20