



Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Provision of Consultancy for CSHR Transformation

To

Cabinet Office

From

Acuity Business Solutions Ltd

Contract Reference: CCCC19A74

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 Consultancy for CSHR Transformation 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.

Order Number	To be advised by Authority at contract award
From	Cabinet Office ("CUSTOMER")
To	Acuity Business Solutions Ltd ("SUPPLIER")
Date	17th December 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 17 th December 2019
1.2.	Expiry Date: End date of Initial Period: 16 th February 2020 End date of Extension Period: 16 th March 2020 Minimum written notice to Supplier in respect of extension: 1 week

2. SERVICES

2.1.	Services required: REDACTED.
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) REDACTED.
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4. CONTRACT PERFORMANCE

4.1.	Standards: In Clause 11 (Standards and Quality) Applied
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: REDACTED.
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): Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): REDACTED. For the avoidance of doubt, the total contract value shall not exceed £25,270.00 (excluding VAT).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): REDACTED.
6.3	Reimbursable Expenses: Permitted The location of the Services will be carried out at the base location which is Cabinet Office, REDACTED and at the supplier's offices. Daily rates are inclusive of T&S to this base location. Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked. For any pre-approved travel, the Authority will pay reasonable out of pocket travel and subsistence expenses (using the most economical mode of transport), properly and necessarily incurred in the performance of the services. The expenses will be calculated at the rates, and in accordance with the Cabinet Office Travel & Subsistence policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted to: Cabinet Office, REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract 2 months from the Call Off Commencement Date of 17 th December 2019 to 16 th February 2020. In addition any contract extension to 16 th March 2020 if implemented.
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 Applicable
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 £25,270.00 (excluding VAT)
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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 Applied
9.2	Commercially Sensitive Information: To be advised by successful supplier at contract award

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: 18 th November 2019 Recital D - date of receipt of Call Off Tender: 2 nd December 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required

10.3	Security: short form security requirements
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery)
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: REDACTED REDACTED Supplier's postal address and email address: REDACTED REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) No Applied

TITLE	CONTENT	FORMAT	FREQUENCY
<i>[Performance]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Call Off Contract Charges]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Key Sub-Contractors]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Technical]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Performance Management]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>

10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: No Applicable
10.12	Call Off Tender: See Annex B(i) to B(iv)
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

Contract Reference:	CCCC19A74
Date:	17th December 2019
Description Of Authorised Processing	Details
Identity of the Controller and Processor REDACTED REDACTED REDACTED	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 Workplace address Workplace Phone Number Workplace email address Names Job Title

	<p>Compensation</p> <p>Tenure Information Qualifications or Certificate</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health condition</p>	
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		Next of kin & emergency contact details	
		Record of absence, time tracking & annual	
	Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15 – Not Applicable		

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	16/12/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	19/12/2019