Crown Commercial Service

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Call Off Order Form for Management Consultancy Services

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Call off Order Form

CCCC20B41 - Provision of Business Architecture 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 Business Architecture 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	**CCCC20B41**
From	**Crown Commercial Service (CCS) ("CUSTOMER")**
To	**PA Consulting Services Limited (PA) ("SUPPLIER")**
Date	**Monday 21st September 2020**

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	**Commencement Date**: Monday 17th August 2020
1.2.	**Expiry Date**: Wedensday 30th September 2020 NB: There shall be no further expressed provision to extend this contract beyond the stated expiry date.

2. SERVICES

2.1	**Services required**:
.	**REDACTED**

3. PROJECT PLAN

3.1.	**Project Plan**:
	REDACTED

4. CONTRACT PERFORMANCE

4.1.	**Standards**:
	Not applicable
4.2	**Service Levels/Service Credits:**
	It is expected the delivery partner will provide;
	Resource profiles - forecasts/actuals vs deliverables and burn rate of use of consultants' time vs deliverables.
	It is also expected that suppliers report the spend and pay levy invoiced on a monthly basis.
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**:
	REDACTED
5.2	**Relevant Convictions**:
	Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	**Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):
	REDACTED
6.2	**Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):
	Payment in full on receipt of all deliverables and their acceptance by the Customer.
	Electronic Invoices should be submitted to: supplierinvoices@crowncommercial.gov.uk
	All submitted invoices should contain the Contract Reference, Purchase Order number and a full detailed breakdown of all incurred costs including breakdown by resource, time, work and cost.
6.3	**Reimbursable Expenses**:
	All Travel and Subsistence claims outside of the M25 will align to CCS's standard travel and 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 electronic to: supplierinvoices@crowncommercial.gov.uk
6.5	**Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):
	Charges are fixed for the full 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 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**:
	REDACTED
7.2	**Supplier's limitation of Liability:**
	Clause 37.2.1 of the Call Off Terms
7.3	**Insurance:**
	Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	**Termination on material Default**: In Clause 42.2.1(c) of the Call Off Terms
8.2	**Termination without cause notice period:** 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**: The proposal submission including the commercial information submitted by the supplier will be classed as commercially sensitive information.

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 Physical security clearance is required to work at our office CCS; Liverpool, Newport, Bristol, Norwich and London (BPR) - basic security clearance (BPSS) and building passes or your offices are the starting level of security. No Authority personal data shall be processed or stored on the Service Provider infrastructure without the explicit approval of the CCS Data Protection Manager. If approval is given to process personal data the Supplier shall provide a Data Privacy Impact Assessment (DPIA) defining the privacy related risk and controls be put in place to ensure it is appropriately protected. All information released to the Supplier shall be treated as OFFICIAL and only stored and/or processed in a manner thought out the contracted period where the security risk exposure is within the risk tolerance of the Authority and the Service Provider has obtained Cyber Essential certification. Further guidance on the obligations of the Supplier

	to protect the Authorities OFFICIAL data are defined in the para 13.5 of the call-off contract.
	The Service Provider shall provide a Security Management Plan to be applied throughout the Design, Development and Deployment activities in accordance with the Commercial Agreement RM6008 – Management Consultancy Framework Two (MCF2) Call-off contract and the said document shall submit to the Authority within the timescales defined therein.
	All Authority OFFICIAL data provided in support of this agreement shall not be used for any other purpose than meeting the Authority's requirements under this Statement of Requirement. At the end of the Commercial Agreement RM6008 – Management Consultancy Framework Two (MCF2) agreement the Service Provider shall provide evidence, to the satisfaction of the Authority that it has been securely deleted all OFFICIAL data in accordance with HMG guidance.
	Where the Supplier is provisioned with Authority IT in support of this agreement the Service Provider shall ensure any individual who is provided with such equipment shall have accepted all the acceptable use policy. Any failure to comply shall be reported to the Authority and appropriate action taken to hold the individual accountable. The Service Provider shall nominate a single individual within their team to be accountable for all such provisioned Authority IT.
	If the Service Provider detects a potential security incident on any IT being used to provision the service under this Commercial Agreement RM6008 – Management Consultancy Framework Two (MCF2) agreement then the Authority shall be informed with an agreed period. The liability for the associate costs are defined in the Call-Off contract.
	The Service Provider shall take all reasonable measures necessary to ensure that all Authority data and developed software is backed up, as a minimum on a 24 hourly basis, and recoverable within period which is agreed with the Authority.
10.4	**ICT Policy:** Not applied
10.6	**Business Continuity & Disaster Recovery**: Not applied
10.8	**Protection of Customer Data**: Clause 35.2.3 of the Call Off Terms
10.9	**Notices** (Clause 56.6 of the Call Off Terms): **REDACTED**
10.10	**Transparency Reports** Not Applicable
10.11	**Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:** Not Applicable

10.12	**Call Off Tender**:
	In CCCC20B41 – PA Consulting Proposal v1.1
10.13	**Publicity and Branding:**
	Clause 36.3.2 of the Call Off Terms
10.14	**Staff Transfer**
	Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	**Processing Data**
	Call Off Schedule 17
	Customer Data Protection Officer Details:
	REDACTED
	Supplier Data Protection Officer Details*:*
	REDACTED
	1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
	2. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	**CCCC20B41**
Date:	**21/09/2020**
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	For the exchange of information between the parties to this contract

		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	Contractors	
		Service Providers	
		Suppliers	

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	**REDACTED**

For and on behalf of the Customer:

Name and Title	**REDACTED**
Signature	**REDACTED**
Date	**REDACTED**