

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

Provision of Consultancy for Support on Readiness Dashboard

To

Cabinet Office

From

Newton Europe Limited

Contract Reference: CCCC20B49

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**.

This Call Off Order Form relates to the Provision of Consultancy for Support on Readiness Dashboard.

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 Customer at contract award
From	Cabinet Office ("CUSTOMER")
To	Newton Europe Limited ("SUPPLIER")
Date	8 December 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Deemed to have started on Monday 5 th October 2020
1.2.	Expiry Date: End date of Period: Friday 29 th January 2021 End date of Extension Period: Tuesday 13 th April 2021. NB: This proposed extension period (time only) is at the sole discretion of the Customer. Minimum written notice to Supplier in respect of extension: Two (2) weeks

2. SERVICES

2.1

Services required:

The Supplier will, in collaboration with the Customer, work on the following areas (and such other matters as the Customer and the Supplier may agree from time to time via the Steering Group) on a time and materials basis in support of the activities set out in Annex A – Statement of Requirements which are being worked on by the Customer, with support from the Supplier:

Scope area	ID	Work Area	Target
Measure improvement	5.1.1	Identify areas of opportunity to improve quality of current measures, where possible and important, through new measures, increased data collection frequency, alternative data sources or improved analytics	9 December 2020
	5.1.2	Agree prioritised areas of policy change which need measure improvement	
	5.1.3	Full technical specifications developed for prioritised measures and handed to Developers	
Theme aggregation	5.4.1	Assign RAYG status to each metric defined in the dashboard which aggregates up to relevant outcome	9 December 2020

The above table reflects the anticipated scope of the areas to be worked on as at the date of signature. However, the scope may be amended at any time by agreement between the Customer and the Supplier via the Steering Group.

3. PROJECT PLAN

3.1.	Project Plan:
It is intended that this plan will iterate as the work progress, with the agreement of the Customer and the Supplier via the Steering Group.	

4. CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>In Clause 11 (Standards and Quality)</p> <p>Not Applied</p>
4.2	<p>Service Levels/Service Credits:</p> <p>See Annex A – Statement of Requirements (Sections 6 and 12) but subject to section 6.1</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>

4.4	Performance Monitoring: See Annex A – Statement of Requirements (Sections 6 and 12) but subject to section 6.1
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): Not Applied

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): This work will be carried out on a Time and Materials basis under the Management Consultancy Framework 2 (RM6008, Lot 1- Business Consultancy Services) using the following day rates. The Supplier agrees that, for this engagement, it shall absorb any expenses costs and therefore the below rates are inclusive of expenses. REDACTED Subject to the provisions in this section 6.1, the maximum price for the Services is £2,000,000 excluding VAT but inclusive of expenses.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The Supplier will invoice the Customer on a monthly basis for work done in the previous month. All invoices will be due for payment 30 days after the date of the invoice.
6.3	Reimbursable Expenses: Not Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Email/ address for invoices is: REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): See Section 1.2

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: Up to the sum of £2,000,000 (excluding VAT but inclusive of expenses)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); Applied
7.3	Insurance (Clause 38.3 of the Call Off Terms): Applied

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 supplier at contract award

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 1 st October 2020 Recital D - date of receipt of Call Off Tender: 2 nd October 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements Staff must all have valid SC clearance for the duration of the work. All deliverables will be treated as Official-Sensitive material. Work on all Official-Sensitive materials will be carried out in accordance with CO rules on this.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for the duration of the contract.
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): <u>Customer's postal address and email address:</u> Cabinet Office, REDACTED. REDACTED <u>Supplier's postal address and email address:</u> Newton Europe Limited, REDACTED 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:

10.12	Call Off Tender: REDACTED
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applicable
10.14	Staff Transfer Not Applicable
10.15	Processing Data Call Off Schedule 17

Contract Reference:	CCCC20B49
Date:	7 December 2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor
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 Compensation Tenure InformationQualifications or Certific Nationality

	<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> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p>	
Categories of Data Subject		
10.16	MOD DEFCONs and DEFFORM	

	Not Applicable
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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	8 December 2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	22/12/2020

Annex A – Statement of Requirements



Crown
Commercial
Service

Statement of Requirements

Contract Reference: CCCC20B49 Provision of Consultancy for
Support on Readiness Dashboard

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1. PURPOSE

- 1.1. Newton Europe Limited (henceforth to be referred to as “The Supplier”) is required to support the EU Transition Task Force in its work to define outcomes and measures for readiness of businesses and citizens.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1. The Transition Taskforce (TTF) is defining a set of readiness outcome statements that will comprise "readiness" for the end of the Transition Period. Against each of these outcome statements we will assess readiness using data in 3 dimensions:
- 2.1.1. HMG delivery activity and confidence
 - 2.1.2. Empirical measures (on the ground activity)
 - 2.1.3. Transition Communication Centre activity
- 2.2. This is necessary to ensure we can provide an accurate and timely assessment of HMG's readiness for the end of the Transition Period.
- 2.3. In order to do this, we need to define the readiness outcome statements (TTF has an initial set but these need refining).
- 2.4. The Customer also needs to break these down into constituent parts, so the data we have in 2.1.1 to 2.1.3, can be mapped against them.
- 2.5. There is also a requirement for recommendations addressing instances where the Customer does not have this data, and how this is collected.
- 2.6. In addition there is also a need for the data to be weighted so that together they can be aggregated for an overall assessment of readiness for each readiness outcome statement and in turn, readiness theme.
- 2.7. The areas to be worked on as part of this contract will build on previous work done to establish these outcomes, by expanding them to cover readiness for contingency planning, and increased reporting frequency.

3. DEFINITIONS

Expression or Acronym	Definition
HMG	means Her Majesty's Government
RAYG	means Red, Amber, Yellow, Green - a linear rating scale.
TTF	means Transition Task Force
XO	means EU Exit Operations Committee – the Cabinet Committee responsible for ensuring the UK's smooth transition from the EU

XO(O)	means EU Exit Operations (Officials) Committee – the officials meeting to support XO
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4. SCOPE OF REQUIREMENT

- 4.1. The scope includes working on the areas set out above with a view to improving existing measures of readiness for the end of the Transition Period.
- 4.2. The scope also includes working towards assigning metrics to allow TTF to assess readiness against each theme using a RAYG scale, as detailed in the requirements and deliverables.
- 4.3. These HMG readiness themes are:
Borders;
 - 4.3.1. People;
 - 4.3.2. Animals and Food;
 - 4.3.3. Data;
 - 4.3.4. Economy;
 - 4.3.5. Fisheries;
 - 4.3.6. International Agreements;
 - 4.3.7. Energy/Environment;
 - 4.3.8. Security;
- 4.4. The scope does not include establishing appropriate governance structures - the Customer agrees to do this.

5. KEY MILESTONES AND DELIVERABLES

- 5.1. The Supplier will provide support to the Customer whilst the customer works on the following deliverables. The Supplier will provide support on a time and materials basis:

	DESCRIPTION	ACCEPTANCE CRITERIA	DEPENDENCIES/SUPPORT	Delivery Date
1	Update and improvement of measures across existing readiness themes. Identify and obtain new or alternative data sources for measures previously identified in existing themes, but where no data is currently available. Identify opportunities for frequency improvement of existing measures, as well	Measures and technical specification for any changes to existing measures or new measures agreed by: relevant Transition Hub Desk Officer; Theme Delegate; Theme Sponsor;	Prioritisation of readiness measures to tackle agreed up front. Access to relevant stakeholders across Departments for refinement and sign off. Where required, data sharing agreements in place signed off by	Phased – fortnightly delivery up to Monday 30 th November

	as any emerging high-frequency data sources.	and Development Team.	Transition Hub (although identifying needs for new agreements is part of the deliverable).	
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6. MANAGEMENT INFORMATION/REPORTING

- 6.1. A Steering Group will be established, meeting every two weeks, with attendance from REDACTED and others as may be appropriate.
- 6.2. The Steering Group will report further to HMG's existing governance structures where appropriate, including but not limited to the CO Portfolio Board, the Heads of Departments Meeting, XO, and XO(O).

7. CONTINUOUS IMPROVEMENT

- 7.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2. The Supplier should present new ways of working to the Customer during Steering Group meetings.
- 7.3. Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

8. SUSTAINABILITY

- 8.1. There are no specific sustainability requirements applied to this contract, due to its overarching nature, however the Customer expects the Supplier to comply with all current legislation regarding sustainability and legislation introduced or amended during the period of the contract pertaining to this.
- 8.2. This should include compliance with the Modern Slavery Act 2015 and Climate Change Act 2008.
- 8.3. The Supplier is to consider their carbon footprint in allocating and deploying resources to undertake requirement.

9. QUALITY

- 9.1. See Section 12.

10. STAFF AND CUSTOMER SERVICE

- 10.1. The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2. The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

- 10.3. The Supplier shall ensure that staff understand the Customer's vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

11. SERVICE LEVELS AND PERFORMANCE

- 11.1. The Customer will measure the quality of the Supplier's delivery against the acceptance criteria set out for each deliverable in Section 6.
- 11.2. The process for sign off of a deliverable is set out in the same acceptance criteria in Section 6.
- 11.3. Performance against these criteria and monitoring of delivery will be discussed at meetings of the Steering Group.
- 11.4. If discussions at the Steering Group are insufficient to resolve issues relating to performance against the criteria, the Steering Group will agree a suitable escalation route for these issues, using the governance identified in 7.2.

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1. Staff must all have valid SC clearance for the duration of the work.
- 12.2. All deliverables will be treated as Official-Sensitive material.
- 12.3. Work on all Official-Sensitive materials will be carried out in accordance with CO rules on this.

13. CONTRACT MANAGEMENT

- 13.1. Attendance at Contract Review and Steering Group meetings shall be at the Supplier's own expense.

14. LOCATION

- 14.1. The location of the Services will be carried out at the base location which will REDACTED. Daily rates offered will need to be inclusive of Travel and subsistence to this base location.
- 14.2. Travel to any other venues will need to be approved by the Customer prior to any travel arrangements being booked.
- 14.3. For any pre-approved travel, the Customer 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 provided accordance with the Unit's Travel policy.
- 14.4. Given the current economic and operational impacts of the COVID-19, The Customer recognises that there may be some wider challenges in delivery of this requirement. The Customer expects the Potential Supplier to have the ability to remote work and organise virtual collaboration and engagement if necessary in order to meet the project timetable.