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

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**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

**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 **RM3745** dated 4<sup>th</sup> August 2020.

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.

<b>Order Number</b>	<b>TIS0398</b>
<b>From</b>	<b>Insolvency Service ("CUSTOMER")</b>
<b>To</b>	<b>Grant Thornton LLP ("SUPPLIER")</b>

**SECTION B**

**CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date: 10<sup>th</sup> August 2020</b>
	<b>Expiry Date:</b>  End date of Initial Period <b>9<sup>th</sup> August 2021</b>  End date of Extension Period one <b>9<sup>th</sup> February 2022</b>  End date of Extension Period two <b>9<sup>th</sup> August 2022</b>  Minimum written notice to Supplier in respect of extension: <b>30 days</b>

**SERVICES**

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services)
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## PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan)
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> See Schedule 2
<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> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <b>Supplier:</b> Redacted text  <b>Customer:</b> Redacted text
<b>5.2</b>	<b>Relevant Convictions</b> Clause 28.2 of the Call Off Terms

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): payments@insolvency.gov.uk
<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)): <b>One</b> Call Off Contract Years from the Call Off Commencement Date
<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: August of each Call Off Contract Year during the Call off Contract Period
<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

## LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of <b>£49,656.25</b>  Redacted Text
<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

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms):
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	In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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> In Call Off Schedule 9 (Exit Management)

### SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Supplier rates Names of prosecuted party.

### OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital C - date of issue of the Statement of Requirements: <b>7<sup>th</sup> July 2020</b> Recital D - date of receipt of Call Off Tender: <b>20<sup>th</sup> July 2020</b>
<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 INSS Security Policy
<b>10.4</b>	<b>ICT Policy:</b> To be provided by the Customer before the Commencement Date
<b>10.5</b>	<b>Testing:</b> Not applied

<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b> In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p><b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be one month.</p>
<b>10.7</b>	NOT USED
<b>10.8</b>	<p><b>Protection of Customer Data</b> Clause 35.2.3 of the Call Off Terms</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address: Insolvency Service Redacted Text</p> <p>Supplier’s postal address and email address: Grant Thornton LLP Redacted Text</p>
<b>10.10</b>	<p><b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)</p>
<b>10.11</b>	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b> Not applicable</p>
<b>10.12</b>	<p><b>Call Off Tender:</b> In Call Off Schedule 16</p>
<b>10.13</b>	<p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not Applicable</p>
<b>10.14</b>	<p><b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
<b>10.15</b>	<p><b>Processing Data</b> Call Off Schedule 17</p>

1. The contact details of the Customer Data Protection Officer is:

**Kate Faulkner-Elliot**

Redacted Text

2. The contact details of the Suppliers Data Protection Officer is:

**[PLEASE ENTER SUPPLIER DETAILS (NAME, EMAIL AND TELEPHONE NUMBER)]**

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.

<b>Contract Reference:</b>	<b>TIS0398</b>
<b>Date:</b>	<b>07/08/20</b>
<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 Award plus 7 years.

	Nature and purposes of the processing	For forensic accounting purposes relevant to the case.
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Nationality</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>Start date</p> <p>End date &amp; 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 or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
	<p>Categories of Data Subject</p>	<p>TBC</p>

## **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 Text
Signature	
Date	

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

Name and Title	Redacted Text
Signature	
Date	

## Schedule 2 Services



Appendix B -  
Statement of Requir