



Crown
Commercial
Service

**Call Off Order Form for
Management Consultancy Framework Agreement**

RM6008

**Provision of EU Exit Commercial Consultancy
Support**

Contract Reference: CCCC19A72

To

Cabinet Office

From

Certus Advisory Ltd

FRAMEWORK SCHEDULE 4

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 4th September 2018. This Call Off Order form relates to the Provision of EU Exit Commercial Consultancy Support.

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	To be confirmed post contract award
From	Cabinet Office ("CUSTOMER")
To	Certus Advisory Ltd ("SUPPLIER")
Date	7 th October 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 8 th October 2019
1.2.	Expiry Date: End date of Initial Period: 15 th November 2019

2. SERVICES

2.1	Services required: Call Off Schedule 2 (Services) See Statement Of Requirements below REDACTED
-----	---

3. PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan)
------	---

	See Section 7 of the Statement of Requirements
--	--

4. CONTRACT PERFORMANCE

4.1. Standards:	In Clause 11 (Standards and Quality)
4.2 Service Levels/Service Credits:	Not applied
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:	<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 For the avoidance of doubt, the total contract value will not exceed £118,000.00 exc. VAT
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)
6.3 Reimbursable Expenses:	Permitted

	The base location of the Services will be carried out at 1 Horse Guards Road – London. Expenses to any other location will be paid in line with the Contracting Authority’s Travel & Subsistence policy and must be agreed 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 full term 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 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 £118,000.00 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
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: Not Applied

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: 26 th September 2019 Recital D - date of receipt of Call Off Tender: 27 th September 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements shall apply
10.4	ICT Policy: Not applied
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): <u>Customer's postal address and email address:</u> 1 Horse Guards Road, London, SW1A 2HQ REDACTED <u>Supplier's postal address and email address:</u> 3 The Farriers, Edenbridge, Kent, TN8 6GG REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not Applied

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: See tender submission below: REDACTED																	
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In 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	<table border="1"> <tr> <td>Contract Reference:</td> <td>CCCC19A72</td> </tr> <tr> <td>Date:</td> <td>7th October 2019</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor <u>Customer</u> REDACTED <u>Supplier</u> REDACTED</td> <td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.</td> </tr> <tr> <td>Use of Personal Data</td> <td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.</td> </tr> <tr> <td>Duration of the processing</td> <td>For the duration of the Framework Contract plus 7 years.</td> </tr> <tr> <td>Nature and purposes of the processing</td> <td>Collection for research purposes.</td> </tr> <tr> <td>Type of Personal Data</td> <td>Workplace address Workplace Phone Number Workplace email address</td> </tr> </table>		Contract Reference:	CCCC19A72	Date:	7 th October 2019	Description Of Authorised Processing	Details	Identity of the Controller and Processor <u>Customer</u> REDACTED <u>Supplier</u> REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.	Duration of the processing	For the duration of the Framework Contract plus 7 years.	Nature and purposes of the processing	Collection for research purposes.	Type of Personal Data	Workplace address Workplace Phone Number Workplace email address
Contract Reference:	CCCC19A72																	
Date:	7 th October 2019																	
Description Of Authorised Processing	Details																	
Identity of the Controller and Processor <u>Customer</u> REDACTED <u>Supplier</u> REDACTED	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Controller and the Supplier is the Processor.																	
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities. The Supplier will, at all times, comply with the Data Protection Legislation when carrying out these activities.																	
Duration of the processing	For the duration of the Framework Contract plus 7 years.																	
Nature and purposes of the processing	Collection for research purposes.																	
Type of Personal Data	Workplace address Workplace Phone Number Workplace email address																	

		Names Job Title Home address (potentially if no workplace address or same as workplace address)
	Categories of Data Subject	To be confirmed on contract award
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	8/10/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	8/10/2019