



**Joint Electronic Warfare Operational Support Centre  
Operating Model  
Main Gate Programme Support Services**

**700008797**

**(Crown Commercial Service Management Consultancy Framework Two  
RM6008 - LOT 2)**

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**FRAMEWORK SCHEDULE 4**

**700008797 Call Off Order Form**

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<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p><b>Team Name and address:</b></p> <p>DEF Commercial JFC JFC Commercial Room A104, A Block RAF Wyton Cambridgeshire PE28 2EA</p> <p><b>E-mail Address:</b> <b>Telephone Number:</b></p> <p>Names/e-mail address/telephone numbers redacted</p>	<p>And</p> <p><b>Contractor Name and address:</b></p> <p>Deloitte LLP 1 New Street Square London EC4A 3HQ</p> <p><b>E-mail Address:</b> <b>Telephone Number:</b></p> <p>Names/e-mail address/telephone numbers redacted</p>
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**PART 1 – 700008797 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 Lot 2 Procurement, Supply Chain and Commercial services for the Joint Electronic Warfare Operational Support Centre Operating Model Main Gate Programme Support Services dated 3 Sep 2019.

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	<b>700008797</b>
From	<p><b>Ministry of Defence:</b> the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p><b>Team Name and address:</b> DEF Commercial JFC JFC Commercial 3a Room A104, A Block RAF Wyton Cambridgeshire PE28 2EA</p> <p><b>Customer Representative Commercial Officer:</b> Names/telephone numbers redacted</p> <p><b>Customer Representative Project Manager:</b> Names/telephone numbers redacted ("CUSTOMER")</p>
To	<p>Deloitte LLP</p> <p>(Supplier Representative) Names/telephone numbers redacted ("SUPPLIER")</p>
Date	<b>3 Sep 2019</b> ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

<b>1.1.</b>	<b>Commencement Date:</b> 4 Sep 2019
<b>1.2.</b>	<b>Expiry Date:</b> 3 Oct 2021

**2. SERVICES**

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services); Appendix B Statement of Requirement.
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**3. PROJECT PLAN**

<b>3.1.</b>	<b>Project Plan:</b> The Supplier shall provide the Customer with a draft Project Plan for approval in accordance with the Schedule 2 Appendix B Statement of Requirements Table 2 Milestone 1 timelines. Milestones
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**4. CONTRACT PERFORMANCE**

<b>4.1.</b>	<b>Standards:</b> <b>Cyber:</b> The Supplier is to note that further to DEFCON 658 (detailed in Schedule 15) the Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138. The Supplier is to comply with DEFCON 658, providing evidence on an annual basis of meeting the Cyber Risk Assessment level through provision of current Cyber Essentials Plus certification to the Authority Commercial Representative detailed in this order form section 10.9 (Notices).
<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> Performance Monitoring shall be undertaken in accordance with Schedule 2 Appendix B Statement of Requirement clause 13. (Service Levels and Performance).
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

5.1	<p><b>Key Personnel:</b></p> <p><b>Customer:</b> Director JEWOSC, MOD - JEWOSC, High Dyke, RAF Waddington, Lincoln LN5 9NB</p> <p>Project Manager DI Res PB&amp;E TL: DI Resources, Floor 7, Zone G, Desk 6, Ministry of Defence, MOD Main Building, Whitehall, London SW1A 2HB</p> <p><b>Supplier:</b> Director, Deloitte LLP, 1 New Street Square, London, EC4A 3HQ Names/telephone numbers redacted</p>
5.2	<p><b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):</p> <p>Not applicable.</p>

## 6. PAYMENT

6.1	<p><b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p>
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In accordance with paragraph 16. of Appendix B Statement of Requirements and Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): method of payment shall be via electronic payment (Contracting, Purchasing and Finance).</p>
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Permitted; Travel and subsistence expenses outside the base location shall be in accordance with the Authority's Travel and Subsistence Policy.</p>
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Prior to Supplier electronic invoicing, a breakdown of charges shall be sent by e-mail to the Authority Commercial and Technical Representatives detailed in section 10.9 of this order form.</p>
6.5	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The 25-month duration of the Call Off Contract.</p>
6.6	<p><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:</p> <p>On each anniversary of the Contract Commencement date of each Call Off Contract Year during the Call off Contract Period.</p>
6.7	<p><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)):</p> <p>Not Permitted.</p>

**7. LIABILITY AND INSURANCE**

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  Total contract price for the services for the 25 month duration capped at £779,300.00 excluding VAT. Estimated Year 1 Call Off Charges are detailed in Schedule 3 Annex 1 against Milestones 1 to 3 and partial payment against Milestones 4 and 5.
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms).
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):

**8. TERMINATION AND EXIT**

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):  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 of the Call Off Terms):  In Clause 42.7 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).

**9. SUPPLIER INFORMATION**

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  Not applied
<b>9.2</b>	<b>Commercially Sensitive Information (As detailed in Supplier's DEFFORM 539A):</b>  This document has been prepared by Deloitte LLP (referred to henceforth as 'Deloitte'). It contains confidential material proprietary to Deloitte. Deloitte considers the information listed below to be exempt from disclosure under the Freedom of Information Act (FoIA). This material, the principal document references, and the duration of confidentiality, is outlined below:  <b>ITEM:</b> All documentation relating to third parties including, but not limited to, credentials and references to work we have undertaken for other clients. <b>REFERENCE:</b> Questionnaire 7 - Experience <b>DURATION:</b> Indefinitely



	<p>Call Off Schedule 7 (Security): long form terms paragraphs 1 to 8 shall apply; AND</p> <p><b>Security Policy:</b></p> <p>The Supplier is to comply with all applicable security legislation, concerned with the safeguarding of information and assets.</p> <p>The Supplier shall note DEFCON 659A and the associated Appendix F Security Aspects Letter issued to the winning Supplier at Contract Award and shall ensure compliance with Statement of Requirement paragraph 14. (Security Requirements).</p> <p><b>Authority Security Representative:</b> Please contact Authority Representatives listed in this Call Off Order form 10.9 (Notices).</p> <p><b>Supplier Security Representative:</b> Names/e-mail address/telephone numbers redacted, Deloitte LLP, 1 New Street Square, London EC4A 3HQ</p> <p><b>E-mail Address:</b> <b>Telephone Number:</b></p> <p>Names/e-mail address/telephone numbers redacted</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>To be provided by the Customer before the Commencement Date.</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>Not applied</p> <p><b>Disaster Period:</b></p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be: not applied.</p>
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms and DEFCONs 531 (Disclosure of Information) and 659A (Security Measures) at 10.16 of this Call Off Order Form (MOD DEFCONs and DEFFORMs).</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 56.6 of the Call Off Terms):</p> <p>Customer’s postal and e-mail addresses.</p> <p><b>Authority Commercial Representative:</b></p> <p>DEF Commercial JFC, JFC Commercial, Room A104, A Block, RAF Wyton, Cambridgeshire, PE28 2EA</p> <p><b>E-mail Address:</b> Names/e-mail address/telephone numbers redacted</p> <p><b>Authority Project Management Representatives</b> (from whom technical / project data is available):</p> <p>DI Resources, Floor 7, Zone G, Desk 6, Ministry of Defence, MOD Main Building, Whitehall, London SW1A 2HB</p>

	<p>E-mail Addresses: and Names/e-mail address/telephone numbers redacted</p> <p><b>Supplier’s postal address and email address:</b> Deloitte LLP 1 New Street Square London EC4A 3HQ</p> <p><b>Email:</b></p> <p><b>Tel:</b> Names/e-mail address/telephone numbers redacted</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 Clauses.</b> <b>The following Additional clauses from Call Off Schedule 14 shall apply:</b></p> <p>Clause 5.1 - Security Measures; Clause 7 - MOD Additional Clauses (to include further clauses below); Clause 8 - Obligation to Advertise Supply Chain Opportunities.</p> <p><b>Further to Call Off Schedule 3: Call Off Contract Charges, Payment and Invoicing and Clause E. PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS:</b> The following MOD Additional Clauses relating to payment shall apply:</p> <p>a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Schedule 3 Call Off Contract Charges the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&amp;F) electronic procurement tool.</p> <p>b. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under this Contract.</p>
<b>10.12</b>	<p><b>Call Off Tender:</b> Tender response documents redacted in full.</p>
<b>10.13</b>	<p><b>Publicity and Branding</b> (Clause 36.3.2 of the Call Off Terms).</p>
<b>10.14</b>	<p><b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>
<b>10.15</b>	<p><b>Processing Data</b> Call Off Schedule 17; Contract, and the provisions of Call-off term 35.2 (Protection of Customer Data) shall apply.</p>

	<p>Please contact the Authority representatives detailed in 10.9 (Notices) for details of the Customer Data Protection Officer.</p> <p>Supplier Data Protection Officer:</p> <p><b>Email:</b></p> <p><b>Tel:</b></p> <p>Names/e-mail address/telephone numbers redacted</p>
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Description Of Authorised Processing	Details
<b>Date:</b>	Effective from Contract Commencement Date
<b>Identity of the Data Controller and Data Processor</b>	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Data Controller and Data Processor is as follows:</p> <p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>The Authority representatives detailed in the signed Call Off order form at 10.9.</p> <p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Deloitte LLP 1 New Street Square London EC4A 3HQ</p>
<b>Data Subjects (Subject Matter of the Processing)</b>	<p>The Personal Data to be processed under the Contract concerns the following Data Subjects or categories of Data Subjects:</p> <p>Potential TUPE sensitivities information redacted</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p>To ensure TUPE obligations are met and to enable legal review of process and outcomes.</p>
<b>Duration of the processing</b>	For the duration of the Framework Contract plus 7 years.
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows:</p> <p>Where TUPE applies to the Contract, please follow applicable legislation for Disposal Instructions for TUPE data in consultation with the Ministry of Defence TUPE Subject Matter Expert(s), and any Authority legal representatives, who will provide</p>

	instructions on retention periods, and how data is to be returned or destroyed.	
<b>Technical and organisational measures</b>	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  Note Cyber requirements detailed in the Appendix B Statement of Work Para 20.	
<b>Nature and purposes of the processing</b>	The Personal Data to be processed under the Contract will be processed as follows:  Nature of the Processing will comprise collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission, restricted dissemination or otherwise making available of personal data to TUPE Subject Matter Experts and Authority legal representatives.  The purpose is for employment processing including TUPE transfer (if applicable), and to meet statutory obligations.	
<b>Categories of Data Subject</b>	The Personal Data to be processed under the Contract concerns the following categories of data:  Name, address, salary, date of birth, telephone number, basis of employment (civilian, military, contractor).	
<b>Special Categories of data</b>	The Personal Data to be processed under the Contract concerns the following Special Categories of data:  Where TUPE applies, engagement may be required with Trade Unions. In such an instance, details of Trade Union membership may be processed, noting that processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law, in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law, providing for appropriate safeguards for the fundamental rights and the interests of the data subject.	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORMs</b>  Call Off Schedule 15 is detailed on the following page:	

**CALL OFF SCHEDULE 15: MOD DEFCONS AND DEFFORMS**

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via the Acquisition System Guidance (ASG) <https://www.gov.uk/guidance/acquisition-operating-framework>.

<b>Condition Title</b>	<b>Description</b>
DEFCON 5J (Edn 18/11/16)	Unique Identifiers
DEFCON 35 (Edn 10/04)	Progress Payments
DEFCON 76 (Edn 12/06)	Contractors Personnel at Government Establishments
DEFCON 129J (Edn 18/11/16)	The Use of The Electronic Business Delivery Form
DEFCON 503 (Edn 12/14)	Formal Amendments to Contract
DEFCON 513 (Edn 11/16)	Value Added Tax (VAT)
DEFCON 520 (Edn 05/18)	Corrupt Gifts and Payments of Commission
DEFCON 531 (Edn 11/14)	Disclosure of Information
DEFCON 550 (Edn 02/14)	Child Labour & Employment Law
DEFCON 566 (Edn 03/18)	Change of Control of Contractor
DEFCON 602B (Edn 12/06)	Quality Assurance (without Quality Plan)
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 611 (Edn 02/16)	Issued Property
DEFCON 642 (Edn 06/14)	Progress Meetings
DEFCON 656A (Edn 08/16)	Termination for Convenience
DEFCON 658 (Edn 10/17)	Cyber
DEFCON 659A (Edn 02/17)	Security Measures
DEFCON 694 (Edn 07/18)	Accounting for Property of the Authority
DEFCON 703 (Edn 08/13)	Intellectual Property Rights (Vesting in the Authority)

**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	Names/e-mail address/telephone numbers redacted Partner, Deloitte LLP
Signature	Redacted
Date	3 Sep 2019

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

Name and Title	Names/e-mail address/telephone numbers redacted JFC Commercial C2-25
Signature	Redacted
Date	3 Sep 2019