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**Provision of Consultancy**

**Support for IPA**

**TO**

**Infrastructure and Projects Authority**

**From**

**Pricewaterhouse Coopers LLP**

**Contract Reference: CCCC20A04**

12/08/2013

**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 Agreementfor the Provision of Consultancy Support for IPA 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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | **To be advised by Contracting Authority post award** |
| From | **Infrastraucture and Projects Authority**  **("CUSTOMER")** |
| To | **Pricewaterhouse Coopers LLP**  **("SUPPLIER")** |
| Date | **4th February 2020**  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: Monday 10th February 2020 |
|  | **Expiry Date**:  End date of Period: Friday 27th March 2020 |

1. Services

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| --- | --- |
| 2.1. | **Services required**:  REDACTED |

1. PROJECT Plan

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| **3.1.** | **Project Plan**:  REDACTED.  The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff.  Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party.  The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance |

1. contract performance

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| **4.1.** | **Standards**:  REDACTED. |
| **4.2** | **Service Levels/Service Credits**:  Not applied |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  REDACTED |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer- REDACTED  Supplier - REDACTED; |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not Applied |

1. PAYMENT

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| **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)  For the avoidance of doubt the contract value shall not exceed £150,000.00 (exc VAT) |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  REDACTED |
| **6.3** | **Reimbursable Expenses**:  The base location of the Services will be carried out at 1 Horse Guards Road, Westminster, London, SW1A 2HQ. Daily rates offered should be inclusive of T&S to this location.  Travel and subsistence are to be charged at Authority rates if any work is required at locations not covered by this main base location. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Cabinet Office REDACTED  Invoice email address: REDACTED Queries email address: REDACTED |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the term of theCall OffContract from the Call Off Commencement Date |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of up to £150,000.00 (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 |

1. TERMINATION and exit

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| **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 |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not Applied |
| **9.2** | **Commercially Sensitive Information**:  The following information shall be deemed Commercially Sensitive Information:   * any information relating to the Supplier’s fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services; * any information falling within the definition of “Supplier’s Confidential Information.   The duration for which such information shall be confidential is indefinite. |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recitals B to E  Recital C - date of issue of the Statement of Requirements: 20th January 2020  Recital D - date of receipt of Call Off Tender:27th January 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security  AND  Cabinet Office 2018-06-13 Security Breach Policy, to be provided by the customer before the commencement date. |
| **10.4** | **ICT Policy:**  To be provided by the Customer before the Commencement Date**.** (Supplier will be expected to agree and comply with the Cabinet Office ICT Acceptable Usage Policy (April 2016)) |
| **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 Not Applied. |
| **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):  Customer’s postal address and email address: Cabinet Office, REDACTED  Supplier’s postal address and email address: Pricewaterhouse Coopers LLP, REDACTED |
| **10.10** | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  Given the nature of the Services to be provided, clauses 34.1.4, 34.2.3, 34.4, 34.5, 34.6, 34.8.2, and 34.10 shall not apply for the purposes of this Call-Off Contract. |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender)  Please refer to Annex 2- PWC Technical Submission. |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  In Clause 36.3.2 of the Call Off Terms. The following additions apply:   * Supplier must comply with sections 10.3 & 10.4 above; * Supplier will be required to use Cabinet Office ICT assets when completing work; * Supplier must not re-produce documents (e.g. through hard copy, duplicating digital documents without IPA knowledge or access, etc.) |
| **10.14** | **Staff Transfer**  Not Applied |
| **10.15** | **Processing Data**  Call Off Schedule 17 |
| |  |  |  |  | | --- | --- | --- | --- | | **Contract Reference:** | **CCCC20A04** |  |  | | **Date:** | **4th February 2020** |  |  | | **Description Of Authorised Processing** | **Details** |  |  | | Identity of the Controller and Processor  REDACTED | 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 |  |  |  | | 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 |  |  |  | | |

**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.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 18/02/2020 |
| **For and on behalf of the Customer:** | |
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 21/02/2020 |