



**Crown  
Commercial  
Service**

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

**Provision of Customer Experience Consultancy  
Services**

**To**

**Department of Health and Social Care**

**From**

**North Highland UK Limited**

**Contract Reference CCCC21A02**

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## **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 RM6008 Management Consultancy Services Two 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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Department of Health and Social Care ("CUSTOMER")
To	North Highland UK Limited ("SUPPLIER")
Date	7 January 2021 ("DATE")

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

1.1.	<b>Commencement Date:</b> The Contract is deemed to have commenced on 14 December 2020
1.2.	<b>Expiry Date:</b> End date of Initial Period: 31 March 2021

#### **2. SERVICES**

2.1	<b>Services required:</b>  Provide the services described as follows:  <b>INTERACTION DESIGN LEAD</b>  Manage Interaction Designers, quality-checking outputs and methodologies  Considers user data, research and team input to generate interaction concepts  Enables a seamless overall flow and relevant experience for the user.
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	<p>Studies the interaction concepts to ensure that the user finds the product and keeps using it.</p> <p>Works out the best way to let users interact with the product.</p> <p><b>SERVICE ENHANCEMENT DESIGN LEAD</b></p> <p>Manage Service Enhancement Designers, quality-checking outputs and methodologies</p> <p>Works with Product Owners and Designers to understand service enhancement requirements</p> <p>Identifies solutions to maximise positive user experience to ensure easy access and navigation for the person using the service.</p> <p><b>INTERACTION DESIGNER</b></p> <p>Considers user data, research and team input to generate interaction concepts</p> <p>Enables a seamless overall flow and relevant experience for the user.</p> <p>Studies the interaction concepts to ensure that the user finds the product and keeps using it.</p> <p>Works out the best way to let users interact with the product.</p> <p><b>PRODUCT OWNER</b></p> <p>Clearly identify and describe product backlog items to build a shared understanding of the problem and solution with the product development team</p> <p>Make decisions regarding the priority of product backlog items to deliver maximum outcome with minimum output</p> <p>Determine whether a product backlog item was satisfactorily delivered</p> <p>Ensure transparency into the upcoming work of the product development team</p> <p><b>SCRUM MASTER</b></p> <p>Clearing obstacles</p> <p>Establishing an environment where the team can be effective</p> <p>Addressing team dynamics</p> <p>Ensuring a good relationship between the team and product owner as well as others outside the team</p> <p>Protecting the team from outside interruptions and distractions</p> <p><b>LEAD BUSINESS ANALYST</b></p> <p>Manage Business Analysts, quality-checking outputs and methodologies</p> <p>Analyse existing Test &amp; Trace capability</p>
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	<p>Identify improvement opportunities and add them to any existing product backlog</p> <p>Work with squad to prioritise and deliver backlog items</p> <p><b>CONTENT DESIGN LEAD</b></p> <p>Manage Content Designers, quality checking their outputs and methodologies</p> <p>Produce written content, ensuring clarity and consistency of messages presented to the user</p> <p>Work with service designers and product owners to ensure content supports effective delivery of the service</p> <p><b>USER RESEARCH LEAD</b></p> <p>Manage User Researchers, quality checking their outputs and methodologies</p> <p>Lead user research projects and activities</p> <p>Understand problems teams are trying to solve and align research to inform decision making and responses</p> <p>Deploy a wide range of user research methodologies and advise on choice and application to ensure best practice</p> <p><b>USER RESEARCHER</b></p> <p>Plan and advocate for user research activities across teams</p> <p>Understand problems teams are trying to solve and align research to inform decision making and responses</p> <p>Deploy a wide range of user research methodologies and advise on choice and application to ensure best practice</p> <p>Apply a range of methods to analyse, synthesise and communicate research</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The individual workplans will be agreed with line managers overseeing each team member.</p> <p>Individuals must ensure knowledge transfer and documented handover before exit from role. Individual to work with line manager to capture this.</p>
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### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>
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	In Clause 11 of the Call Off Terms
<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> The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel agreed budgets.
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

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

## 6. PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Redacted For the avoidance of doubt, the total Contract value shall not exceed £946,800.00 exc. VAT.
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<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)  Monthly in arrears.  Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, the associated costs and the Purchase Order number provided.
<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)):  Redacted
<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)):  The full term of the Contract
<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:  Not permitted
<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

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>  The sum of £946,800.00 exc. VAT
<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):  In 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):

	The period of thirty (30) Working days in Clause 42.7 shall be amended to 48 hours
<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>  Consultants must handover any ongoing responsibilities, supporting any permanent replacements to the best of their abilities as directed by the Customer. All project work must be filed appropriately, and IT equipment returned to DHSC.

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  The Supplier will be provided with DHSC IT equipment for use of all work and communications whilst working under this contract.
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  The Supplier's proposal and pricing shall be classed as commercially sensitive information.

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recital A
<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 shall apply
<b>10.4</b>	<b>ICT Policy:</b>  As per Department for Health and Social Care standard policy
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>  Not applied  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):  In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address: 39 Victoria Street London SW1H 0EU Supplier's postal address: North Highland UK Limited 120 Holborn London EC1B 2TD

<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)														
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not applied														
<b>10.12</b>	<b>Call Off Tender:</b> The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Order Form – Statement of Requirements														
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms														
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).														
<b>10.15</b>	<p><b>Processing Data</b></p> <p>The contact details of the Customers Data Protection Officer are:</p> <p>To be completed post contract award</p> <p>The contact details of the Suppliers Data Protection Officer are:</p> <p>To be completed post contract award</p> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td>CCCC21A02</td></tr> <tr> <td><b>Date:</b></td><td>7 January 2021</td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data 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</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td>Type of Personal Data</td><td>Full name Workplace address Workplace Phone Number Workplace email address Names Job Title</td></tr> </table>	<b>Contract Reference:</b>	CCCC21A02	<b>Date:</b>	7 January 2021	<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 Customer shall be the Data Controller and the Supplier shall be 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.	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title
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		Categories of Data Subject	Current personnel Contractors/Consultants Customers	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>			
	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	03 February 2021

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	05/02/2021