



**Crown
Commercial
Service**

Call Off Order Form for Management Consultancy Services

**PROVISION OF CONSULTANCY FOR THE REVIEW OF HMT DEVOLVED
RECRUITMENT**

TO

HER MAJESTY'S TREASURY

FROM

ERNST & YOUNG LLP

CONTRACT REFERENCE: CCCC19A99

FRAMEWORK SCHEDULE 4

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 4th September 2017.

This Call Off Order Form is for the Provision of Consultancy for the Review of HMT Devolved Recruitment.

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 completed post contract award
From	HER MAJESTY'S TREASURY ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 10 th February 2020
	Expiry Date: End date of Period: 9 th June 2020

SERVICES

2.1.	Services required: In Call Off Schedule 2 Annex 1 (The Services)
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PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 2 Annex 1: The Services , Section 7 (Key Milestones and Deliverables)
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CONTRACT PERFORMANCE

4.1.	Standards:
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	Clause 11 (Standards and Quality) shall apply
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 working days

PERSONNEL

5.1	Key Personnel: Customer: REDACTED Supplier: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Clause 28.2 of the Call Off Terms

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)
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: Not permitted For the purposes of travel and subsistence, the 'base location' shall be deemed as HM Treasury 1 Horse Guards Road, London, SW1A 2HQ. Therefore rates shall be inclusive of travel and subsistence to this location. The Supplier is not expected to travel to any other locations. With the exception of conducting research that

	specifically requires them to be present on site, the Supplier will carry out their work on the Contract Services at their own premises.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): HM Treasury, 1 Horse Guards Road, London, SW1A 2HQ
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract from the Call Off Commencement Date
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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: £55,360.00 (excluding 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

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 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

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier's submission shall be deemed at commercially sensitive

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 19 th December 2019 Recital D - date of receipt of Call Off Tender: 15 th January 2020
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
10.5	Testing: 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): Clause 35.2.3 of the Call Off Terms shall apply
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer: REDACTED Supplier: REDACTED
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)

10.11	<p>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):</p> <p>Not applicable</p>
10.12	<p>Call Off Tender:</p> <p>In Call Off Schedule 16</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Clause 36.3.2 of the Call Off Terms shall apply</p>
10.14	<p>Staff Transfer (Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender))</p> <p>Not applicable</p>
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>In relation to suspected or actual security breaches related to customer data/information; the Provider is expected to:</p> <ul style="list-style-type: none"> - monitor for any such security breaches - Providing initial notifications of such breaches to affected customers - Investigate identified security breaches - Report on security breaches to affected customers both during investigation and post-investigation. - Ensure that lessons are learned, and the causes of security breaches are appropriately addressed. <p>The Provider is required to ensure compliance with the Data Protection Act (DPA) 2018 and the General Data Protection Regulation (GDPR). They should also state clearly in which country, or countries, any Authority data/information that might be processed/stored on Potential Provider IT systems, as part of the service being delivered, would be hosted.</p> <p>The provider is responsible for ensuring that any of their staff working on the contract has received security clearance that is at least equivalent to the Government Baseline Personnel Security Standard.</p>
	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p>REDACTED</p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p>REDACTED</p>

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.

Contract Reference:	CCCC19A99
Date:	3rd February 2020
Description Of Authorised Processing	Details
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	
Type of Personal Data	<ul style="list-style-type: none"> Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or certifications Nationality Education & training history Previous work history Personal Interests References and referee details

		<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>Job application details</p> <p>Start date</p> <p>End date & 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 & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</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
Signature	REDACTED
Date	03/02/2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	6 th February 2020