

**Crown Commercial Service**

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

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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 the **Business Consultancy Services (Lot 1)** dated **4<sup>th</sup> 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	<b>Con_18502</b>
From	<b>The Ministry of Justice</b>  <b>[REDACTED]</b> (Senior Responsible Officer)  102 Petty France, London SW1H 9AJ  <b>("CUSTOMER")</b>
To	<b>Dealworks Ltd, trading via its wholly owned community interest company, Positive Impact Commerce CIC</b>  <b>[REDACTED]</b> Chair Person, PIC CIC  1 Parkside Court, Greenhough Road, Lichfield, Staffordshire WS13 7FE  <b>("SUPPLIER")</b>
Date	

##### **SECTION B**

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

<b>1.1.</b>	<b>Commencement Date:</b>	<b>7<sup>th</sup> December 2020</b>
<b>1.2.</b>	<b>Expiry Date:</b>	End date of Initial Period: 22nd June 2021  End date of Extension Period: 22nd September 2021

		Minimum written notice to Supplier in respect of extension: 2 Months
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## 2. SERVICES

<b>2.1</b>	<b>Services required:</b>	In Call Off Schedule 2 (Services), Annex 1 are as set out in the document "Pathfinder Project, Schedule of Requirements for the Ministry of Justice ("MoJ") dated 26th November 2020 appended to this Call of Order Form
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## 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>	In Call Off Schedule 4 (Project Plan) is as set out on slide 3 of the document "Pathfinder Project, Schedule of Requirements for the Ministry of Justice ("MoJ") dated 26th November 2020 appended to this Call of Order Form				
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
1	As listed in slide 2 of the document "Pathfinder Project, Schedule of Requirements for the Ministry of Justice ("MoJ") dated 26 <sup>th</sup> November 2020 appended to this Call of Order Form	6 mths	QT1 2021	Active supplier engagement and sponsorship	N/A	N/A

## 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>	Government Commercial Function People Standards and Commercial Governance Principles
<b>4.2</b>	<b>Service Levels/Service Credits:</b>	Not applicable.
<b>4.3</b>	<b>Critical Service Level Failure:</b>	Not applicable.

4.4	<b>Performance Monitoring:</b>	Self Reported via monthly online MI reporting for Framework, audit records maintained and assurance reviews on request.
4.5	<b>Period for providing Rectification Plan:</b>	In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

5.1	<b>Key Personnel:</b>	<b>[REDACTED]</b> , Chair Person Positive Impact Foundation CIC and Director Dealworks Ltd <b>[REDACTED]</b> , CEO, Brooklyn Vendor Assurance
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## 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):	One off payment of <b>£20,000 Plus VAT</b> for the provision of Pathfinder Project Services for a period of 6 months. Services are provided via a digital platform. Customer subscribes to the Services which subsist for 6 months.
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):	Payment will be on commencement of the Services <b>[REDACTED]</b>
6.3	<b>Reimbursable Expenses:</b>	If incurred as required by customer and agreed in advance
6.4	<b>Customer billing address</b>	SSCL - Ministry of Justice PO Box 743 Newport Gwent NP10 8FZ
6.5	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Charges fixed for 6 months
6.6	<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:	June 2021

<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 for agreed scope, open to amendment in the event of scope increase

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b>	<b>£20,000</b>
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);	As per Clause 37.2.1
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms):	As per Clause 38.3

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms)):	As per Clause 42.2
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):	As per Clause 42.7
<b>8.3</b>	<b>Undisputed Sums Limit:</b>	£20,000 plus vat
<b>8.4</b>	<b>Exit Management:</b>	Not applied

## 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:</b>	Not used

## 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</b>	Not applicable
<b>10.3</b>	<b>Security:</b>	Short form (paragraphs 1 to 5 of Schedule 7 (Security))
<b>10.4</b>	<b>ICT Policy:</b>	Supplier to sub contract using G-Cloud 12 terms and conditions where applicable
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>	Not applied
<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):	As per Clause 35.2.3
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):	<p>Customer Address:-</p> <p>For the Attention of the Professional Services Category Team, Commercial &amp; Contract Management Directorate c/o 10<sup>th</sup> Floor 102 Petty France London SW1H 9AJ</p> <p>MoJProcurementProfessionalServices@Justice.gov.uk</p> <p>Supplier Address:-</p>

		1 Parkside Court Greenhough Road Lichfield Staffordshire WS13 7FE <b>[REDACTED]</b>																								
10.10	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)	Call Off Schedule 13 (Transparency Reports) to be completed monthly to the following template format.																								
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10.11	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b>	N/A																								
10.12	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)	N/A																								
10.13	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b>	As per Clause 36.3.2																								
10.14	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Brooklyn Vendor Assurance																								
10.15	<b>Processing Data</b> Call Off Schedule 17	Customer Data Protection Officer:																								

		Contact :Privacy@justice.gov.uk  Supplier Data Protection Officer: <b>[REDACTED]</b> , CISO, Dealworks Ltd and PIC Foundation Contact: <b>[REDACTED]</b>																								
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Categories of Data Subject			
10.16	<b>MOD DEFCONs and DEFFORM</b>  Call Off Schedule 15	Not Used	

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## 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	[REDACTED]

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

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

**Call Off Schedule 2 (Services), Annex 1 are as set out in the document “Pathfinder Project, Schedule of Requirements for the Ministry of Justice (“MoJ”)**

[REDACTED]