

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

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 services 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	
From	Environment Agency ("CUSTOMER")
To	Environmental Finance Limited ("SUPPLIER")
Date	10th August 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 10/08/2020
1.2.	Expiry Date: End date of Initial Period: 31 October 2021 End date of Extension Period: 31 January 2022 Minimum written notice to Supplier in respect of extension: 30 days

2. SERVICES

2.1 Services required:

In Call Off Schedule 2 (Services).

The IGNITION project is looking at improving understanding of 'natural capital' benefits and how they can be harnessed to develop new business models which utilise innovative financing and funding mechanisms for the delivery and long-term maintenance of new and existing green spaces and waterways.

One of the principle business models identified to support the IGNITION project relates to the retrofit of Sustainable drainage (SuDS) across Greater Manchester sites which exploits the financial benefit available to United Utilities non-domestic customers. This revolves around customers reducing the impermeable area of their land connected to the surface water sewer system securing them an annual reduction in their water bills and utilisation of this saving to finance the SuDS intervention itself.

This commission therefore aims to support the wider IGNITION project by developing a financing and delivery mechanism for the implementation of this SuDS business model. This will focus on and be applied to a Phase 1 pipeline of projects being developed by Jacobs within the Greater Manchester area.

In implementing this commission, the successful contractor will be directly supporting the goal of IGNITION around helping secure private or impact investment to deliver this pipeline of projects. It is expected that the financing and delivery model developed will also be scalable for future SuDS pipelines and replicable for the delivery of future natural climate projects.

This commission is split into the following parts:

The services that will be required under this call off contract are separated into 3 parts and are listed below:

Part 1 – Designing a delivery and financing solution to secure investment; the key outputs are expected to be:

- Options document for governance, delivery and financing structure;
- Final investment case for SuDS pipeline (including methodology report).

Part 2 – Investor Approval; the key outputs are expected to be:

- Final investment case and presentation for investors.

Part 3 - Delivery and Implementation; the key outputs are expected to be:

- Support set up of governance structure and final funding contract signing agreed in Part 2, including long term monitoring and management arrangements.

The above objectives will delivered within the below timelines:

Part	Task	Deadline
[Redacted Content]		
[Redacted Content]		

3. PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>The supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date.</p>
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Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
[Redacted Content]						

Total	£79,950

4. CONTRACT PERFORMANCE

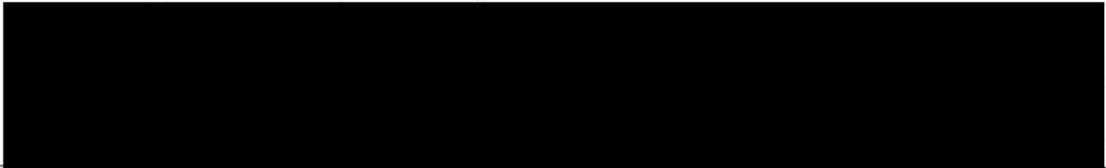
4.1. Standards:

The Supplier shall at all times during the Call Off Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

Throughout the Call Off Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the

	<p>Customer, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Variation Procedure.</p> <p>Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.</p> <p>Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Call Off Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Services and Key Performance Indicators) and shall be implemented within an agreed timescale.</p> <p>Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.</p>
4.2	<p>Service Levels/Service Credits: Not applied</p> <p><i>Not applicable.</i></p>
4.3	<p>Critical Service Level Failure: Not applied</p> <p><i>Not applicable.</i></p>
4.4	<p>Performance Monitoring: Not applied</p> <p><i>Not applicable.</i></p>
4.5	<p>Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> 
5.2	<p>Relevant Convictions (Clause 28.2 of the Call Off Terms):</p>

6. PAYMENT

6.1	<p>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)</p>
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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
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Environmental Finance Limited [REDACTED]
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 4 Call Off Contract Years 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: 4 of each Call Off Contract Year during the Call off Contract Period
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: [REDACTED]
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); [REDACTED]
7.3	Insurance (Clause 38.3 of the Call Off Terms): [REDACTED]

8. TERMINATION AND EXIT

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: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: <i>No applicable.</i>
9.2	Commercially Sensitive Information: As per 35.4 Transparency and Freedom of Information

10. 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: 04 June 2020 Recital D - date of receipt of Call Off Tender: 10 August 2020
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: 1. DEFINITIONS 1.1 In this Call Off Schedule 7, the following definitions shall apply: "Breach of Security" means the occurrence of: a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, in either case as more particularly set out in the Security Policy; 2. INTRODUCTION The purpose of this Call Off Schedule 7 is to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract will be met; This Call Off Schedule 7 covers: principles of protective security to be applied in delivering the Services; the creation and maintenance of the Security Management Plan; and obligations in the event of actual or attempted Breaches of

Security.

3. PRINCIPLES OF SECURITY The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on security. The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which: is in accordance with the Law and this Call Off Contract; as a minimum demonstrates Good Industry Practice; complies with the Security Policy; meets any specific security threats of immediate relevance to the Services and/or the Customer Data; and complies with the Customer's ICT Policy.

Subject to Clause 35 of this Call Off Contract (Security and Protection of Information) the references to standards, guidance and policies contained or set out in paragraph 3.2 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time. In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Customer's Representative of such inconsistency immediately upon becoming aware of the same, and the Customer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4. SECURITY MANAGEMENT PLAN Introduction The Supplier shall develop and maintain a Security Management Plan in accordance with this Call Off Schedule 7. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

Content of the Security Management Plan The Security Management Plan shall:

- a) comply with the principles of security set out in paragraph 3 of this Call Off Schedule 7 and any other provisions of this Call Off Contract relevant to security;
- b) identify the necessary delegated organisational roles defined for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Services, processes associated with the provision of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- d) unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites, and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the provision of the Services and shall at all times comply with and specify security

measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call Off Contract and the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the provision of the Services and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7.

Development of the Security Management Plan

Within twenty (20) Working Days after the Call Off Commencement Date (or such other period agreed by the Parties in writing) and in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), the Supplier shall prepare and deliver to the Customer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

If the Security Management Plan submitted to the Customer in accordance with paragraph 4.3.1, or any subsequent revision to it in accordance with paragraph 4.4 (Amendment and Revision of the Security Management Plan), is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days or such other period as the Parties may agree in writing of a notice of non-approval from the Customer and re-submit to the Customer for Approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the parties may agree in writing) from the date of its first submission to the Customer. If the Customer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

The Customer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to paragraph 4.3.2. However a refusal by the Customer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 shall be deemed to be reasonable.

Approval by the Customer of the Security Management Plan pursuant to paragraph 4.3.2 of this Call Off Schedule 7 or of any change to the Security Management Plan in accordance with paragraph 4.4 shall not relieve the Supplier of its obligations under this Call Off Schedule 7.

Amendment and Revision of the Security Management Plan

The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

- a) emerging changes in Good Industry Practice;
- b) any change or proposed change to the Services and/or associated processes;
- c) any change to the Security Policy;

- d) any new perceived or changed security threats; and
- e) any reasonable change in requirements requested by the Customer.

The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) Suggested improvements in measuring the effectiveness of controls.

Subject to paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with paragraph 4.4.1, a request by the Customer or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved by the Customer.

The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.

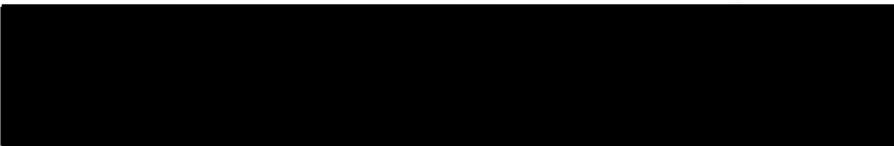
5. BREACH OF SECURITY

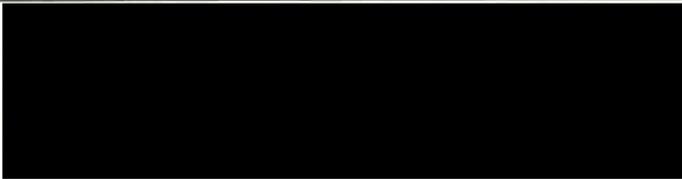
Either party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan if one exists) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 5.1, the Supplier shall: immediately take all reasonable steps(which shall include any action or changes reasonably required by the Customer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Customer and the provision of the Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same root cause failure; and
- d) as soon as reasonably practicable provide to the Customer, where the Customer so requests, full details (using the reporting mechanism defined by the Security Management Plan if one exists) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Customer.

In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security policy or the requirements of this Call

	Off Schedule 7, then any required change to the Security Management Plan shall be at no cost to the Customer.
10.4	ICT Policy: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	<p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> <p>The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:</p> <p>(a) a systematic description of the envisaged processing operations and the purpose of the processing;</p> <p>(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;</p> <p>(c) an assessment of the risks to the rights and freedoms of Data Subjects; and</p> <p>(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.</p>
10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> <p>Environment Agency</p>  <p>Care of:</p>  <p>Supplier's postal address and email address:</p>

	
10.10	Transparency Reports Not applicable to call off contract.
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.12	Call Off Tender:  
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) 36.1 The Supplier shall not use the Customer's name or brand without Approval. 36.2 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Supplier Equipment) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement. 36.3 The Supplier shall: 36.3.1 ensure that neither it nor any of its Affiliates, Sub-Contractors, sub-contractors, employees, agents, servants or representatives a) embarrass the Customer or other Crown Bodies; b) cause, permit, contribute or is in any way connected to material adverse publicity relating to or affecting the Customer, other Crown Bodies and/or the Contract; or

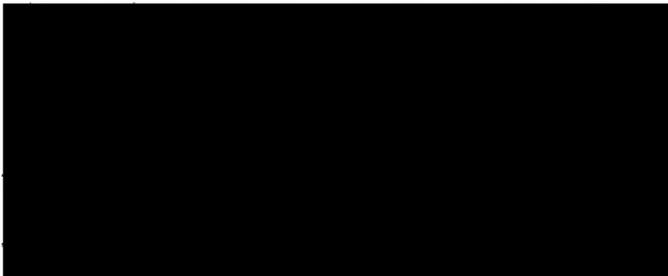
c) brings the Customer or other Crown Bodies into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or other Crown Bodies, Regardless of whether or not such acts or omissions are related to the Supplier's obligations under the Call Off Contract.

36.3.2 Comply with any steps set out in paragraph 10.13 of the Call Off Order Form.

10.14 Staff Transfer
No sub-contractors applicable to this call-off contract.

10.15 Processing Data
Call Off Schedule 17

Environment Agency data protection contact details:


Supplier's data protection information:


Contract Reference:	
Date: 10 August 2020	
Description Of Authorised Processing	
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 Contract plus 7 years.

Nature and purposes of the processing		
Type of Personal Data		<i>Not applicable to this call off contract</i>
Categories of Data Subject		<i>Not applicable to this call off contract</i>
10.16	MOD DEFCONs and DEFFORM	
	Not applicable.	
Not used.		

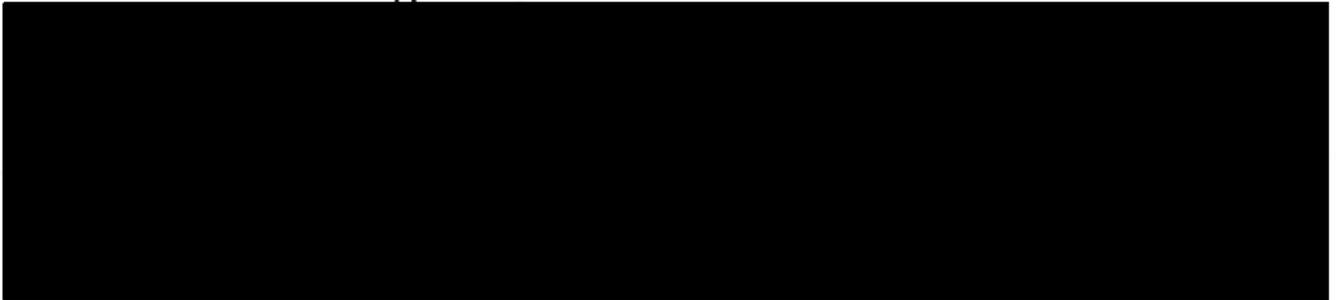
FORMATION OF CALL OFF CONTRACT

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:



For and on behalf of the Customer:

