

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3) LOT 4

To Defence Academy of the United Kingdom

From PricewaterhouseCoopers LLP

**Contract Reference 701712463 - Consultancy in Support of Terminating the PFI
Contract for the Defence Sixth Form College Welbeck**

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference:	701712463
The buyer:	Defence Academy of the United Kingdom
Buyer address:	Room 103 Trenchard, Shrivenham, Wiltshire SN6 8LA
The supplier:	PricewaterhouseCoopers LLP
Supplier address:	7 More London Riverside, London SE1 2RT
Registration number:	[REDACTED]
DUNS number:	[REDACTED]
Sid4gov id:	N/A

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

1 October 2021

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: 4

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors) - N/A
- Joint Schedule 7 (Financial Difficulties) - N/A
- Joint Schedule 8 (Guarantee) - N/A
- Joint Schedule 9 (Minimum Standards of Reliability) – N/A
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details) N/A
- Call-Off Schedule 6 (ICT Services) N/A
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) N/A
- Call-Off Schedule 9 (Security) - short form
- Call-Off Schedule 10 (Exit Management) – N/A
- Call-Off Schedule 12 (Clustering) – N/A
- Call-Off Schedule 13 (Implementation Plan and Testing) – N/A
- Call-Off Schedule 14 (Service Levels) – N/A

- Call-Off Schedule 15 (Call-Off Contract Management) N/A
- Call-Off Schedule 16 (Benchmarking) N/A
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks) N/A
- Call-Off Schedule 19 (Scottish Law) N/A
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) N/A
- Call-Off Schedule 23 (HMRC Terms) N/A

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-off start date: 01 October 2021

Call-off expiry date: 31 March 2022

Call-off initial period: 0 years, 6 months

Call-off deliverables: See details in Call-Off Schedule 20 (Call-Off Specification) and Statement of Requirement

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are: **£114,469.25**

Call-off charges

Costs

Costs will be based using the fee rates from MCF3 Lot 4 being:

Grade	Day rate (£)
Partner/Managing Director	[REDACTED]
Managing Consultant/Associate Director	[REDACTED]
Principal Consultant	[REDACTED]
Senior Consultant/Manager	[REDACTED]
Consultant	[REDACTED]

The above day rates exclude VAT and expenses, which would be charged in line with the arrangements, set out in MCF3 Lot 4.

Work will be charged on a time and materials basis at the above rates. On appointment, DefAc and the Supplier will meet to agree the phasing of work, indicative budgets and arrangements to provide for DefAc with appropriate control over the scope of the Suppliers work and monitoring of the level of costs being incurred.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Reasonable Travel and Subsistence expenses incurred for the purposes of delivering under the Contract are permitted.

Payment method

Subject to any alternative arrangement to be agreed between Customer and the Supplier, costs will be invoiced on a monthly basis.

Buyer's invoice address

[REDACTED]
Programme Manager
[REDACTED]

Defence College for Military Capability Integration
Defence Academy of the United Kingdom
Shrivenham

SWINDON
SN6 8LA

Buyer's authorised representative

[REDACTED]
UKStratCom-Comrcl C2-07
[REDACTED]

Room 103 Trenchard
Defence Academy of the United Kingdom
Shrivenham SN6 8LA

Buyer's security policy

Short Form Security Requirements at Schedule 9

Supplier's authorised representative

[REDACTED]
Partner, PricewaterhouseCoopers LLP
7 More London Riverside
London SE1 2RT

Supplier's contract manager

[REDACTED]
PricewaterhouseCoopers LLP
7 More London Riverside
London SE1 2RT

Progress report frequency

Not Applicable

Progress meeting frequency

Not Applicable

Key staff

[REDACTED]
PricewaterhouseCoopers LLP
7 More London Riverside
London SE1 2RT

Key subcontractor(s)

Not Applicable

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.

Service credits

Not Applicable

Additional insurances

Not Applicable

Guarantee

Not Applicable

Buyer's environmental and social value policy

You must implement the Cabinet Office Social Value Model to ensure that procurement decisions fully consider UK Social Value, as required by the HM Treasury Green Book.

- Delivery teams must determine the Social Value policy outcomes that are relevant and proportionate to their procurement and non-discriminatory to all potential bidders.
- You must consider Social Value at every stage of the procurement lifecycle to understand the themes and outcomes that are relevant to the procurement. However, the Social Value Model should only be applied at the tender evaluation stage.
- It is mandated that all above-threshold procurements subject to Public Contracts Regulations (PCR) 2015 and Defence and Security Public Contracts Regulations (DSPCR) 2011 and procurements that are exempt from the Regulations include Social Value criteria in tender evaluation with a minimum weighting of 10% of the overall score.
- You must include the Social Value Model Award Criteria in the Invitation to Tender but you must not include it in the Pre-Qualification Questionnaire.
- You must not include all 24 Model Award Criteria in your Tender Documentation. In most instances, applying 3 or 4 Model Award Criteria will be appropriate.
- In most cases, the Cabinet Office Social Value Model and Model Award Criteria (MAC) should not be amended. Any amendments must be approved at 1* Commercial level.
- You must publish a KPI on Social Value on a quarterly basis under the Government Transparency Agenda, for Category A (Cat A) procurements that include Social Value criteria in tender evaluation.
- The Social Value Model does not apply to 'below-threshold' procurements or single-source procurements.

Social value commitment

Not Applicable as below value threshold

Processing Data

Joint Schedule 11

1. The contact details of the Customer Data Protection Officer are:

MOD Data Protection Officer
Ground Floor, Zone D
Main Building
Whitehall
London
SW1A 2HB
Cio-dpa@mod.gov.uk

2. The contact details of the Suppliers Data Protection Officer are:

Data Protection Officer
PricewaterhouseCoopers LLP
1 Embankment Place
London
WC2N 6RH
+44 (0)20 7583 5000
email: data.protection.office@uk.pwc.com

The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract. In common with most professional service providers, the Supplier ("PwC") uses third party processors to provide certain elements of its IT systems and the support for them. PwC and its third party service processors have host servers and data centres throughout the world. PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC's strict standards of security and confidentiality. PwC would only transfer personal data outside of the United Kingdom ("UK") or the European Economic Area ("EEA") to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how PwC uses personal data can be found in its privacy notice at: <https://www.pwc.co.uk/who-we-are/privacy-statement.html>

The Customer should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: Partner

Date: 11 October 2021

For and on behalf of the Buyer:

Signature: *Original Signed*

Name: [REDACTED]

Role: UKStratCom-Comrcl C2-07

Date: 7 October 2021

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: MOD Data Protection Officer, Ground Floor, Zone D, Main Building, Whitehall, London, SW1A 2HB Email: Cio-dpa@mod.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: 1 Embankment Place, London WC2N 6RH.
Email: UK_privacy_information_management@pwc.com

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>
Duration of the Processing	<p>Call-off start date: 01 October 2021</p> <p>Call-off expiry date: 31 March 2022</p> <p>Call-off initial period: 0 years, 6 months</p>
Nature and purposes of the Processing	<p><i>Incidental collection only through email exchanges with the client, including client email addresses, names, office addresses.</i></p>

Type of Personal Data	<i>name, email address, office address, telephone number</i>
Categories of Data Subject	<i>Customers/ clients only.</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>In accordance with each controller's record and retention policy.</i>