



Crown
Commercial
Service

**PROVISION OF CONSULTANCY FOR COOR PHASE 3 PROJECT
IMPLEMENTATION**

TO

CABINET OFFICE

From

DELOITTE LLP

Contract Reference: CCCC19A55

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 Management Consultancy dated **04 September 2018**.

This Call Off Contract is for the Provision of Consultancy for COOR Phase 3 Project Implementation.

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 completed at contract commencement]
From	Cabinet Office ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")
Date	1st October 2019 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st October 2019
1.2.	Expiry Date: End date of Initial Period: 31st March 2021

2. SERVICES

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

3.1.	Project Plan: Not applied
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4. CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply.
4.2	Service Levels/Service Credits: Call off Schedule 2 Annex 1: The Services, Section 14 (Service Levels and Performance)
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 14 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Customer: REDACTED Supplier: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied

6. 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: Permitted Expenses to and from the base location shall be included in the Supplier's submission. Reimbursable expenses are permitted for travel excluding the Base Location (outside of the M25) as per the Statement of Requirements.

	Expenses are in accordance with Cabinet Office Expenses Policy and following prior approval from the Cabinet Office.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Treasury 1 Horseguards 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 Award 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: Paragraph 9.2 of Call Off Schedule 3 shall apply
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: The total contract value shall not exceed £4,500,000.00 (excluding VAT). Value per Contract Year: Year 1: £1.5m Year 2: £3m
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); The limit of liability shall be 125% of fees.
7.3	Insurance (Clause 38.3 of the Call Off Terms): Clause 38 of the Call Off Terms shall apply

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): Clause 42.2 of the Call Off Terms shall apply
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): Clause 42.7 of the Call Off Terms shall apply
8.3	Undisputed Sums Limit:

	Clause 43.1.1 of the Call Off Terms shall apply
8.4	Exit Management: Call Off Schedule 9 (Exit Management) will not apply.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not required.
9.2	Commercially Sensitive Information: Not applicable

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: 13th August 2019 Recital D - date of receipt of Call Off Tender: 28th August 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements set out in paragraphs 1 to 5 of Call Off Schedule 7 (Security) shall apply
10.4	ICT Policy: The Customer does not require the Supplier to comply with its ICT policy or any other internal policies other than the Customer's Security Policy. The Supplier shall be permitted to use its own IT (e.g. mobile devices and laptops) whilst working on the Customer's site.
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 Not applicable
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 Call Off Schedule 17 shall apply

10.9	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address: REDACTED</p> <p>Supplier's postal address and email address: REDACTED</p>										
10.10	<p>Transparency Reports</p> <p>Not applied</p>										
10.11	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>No additional provisions.</p>										
10.12	<p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</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</p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>										
10.15	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>The contact details of the Customer Data Protection Officer is: REDACTED</p> <p>The contact details of the Supplier Data Protection Officer is: REDACTED</p> <table border="1" data-bbox="363 1440 1474 1971"> <tr> <td data-bbox="363 1440 608 1525">Contract Reference:</td> <td data-bbox="608 1440 1474 1525">CCCC19A55</td> </tr> <tr> <td data-bbox="363 1525 608 1576">Date:</td> <td data-bbox="608 1525 1474 1576">13th August 2019</td> </tr> <tr> <td data-bbox="363 1576 608 1693">Description Of Authorised Processing</td> <td data-bbox="608 1576 1474 1693">Details</td> </tr> <tr> <td data-bbox="363 1693 608 1861">Identity of the Controller and Processor</td> <td data-bbox="608 1693 1474 1861">The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td> </tr> <tr> <td data-bbox="363 1861 608 1982">Use of Personal Data</td> <td data-bbox="608 1861 1474 1982">Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td> </tr> </table>	Contract Reference:	CCCC19A55	Date:	13 th August 2019	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,
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	Duration of the processing	For the duration of the Framework Contract plus 7 years.
	Nature and purposes of the processing	
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certifications</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <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	16 th September 2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	14 th October 2019