

**Provision of Consultancy for**

**HMT Affordable Credit Challenge Fund**

**TO**

**Her Majesty’s Treasury**

**From**

**Nesta**

**Contract Reference: CCTS19A19**

12/08/2013

**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 Agreementfor the Provision of Consultancy for HMT Affordable Credit Challenge Fund dated ***17th May 2019* (Contract Signature Date)**

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.

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| Order Number | **To be advised by Contracting Authority post award** |
| From | **Her Majesty’s Treasury****("CUSTOMER")** |
| To | **Nesta****("SUPPLIER")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: **Wednesday 22nd May 2019** |
| * 1.
 | **Expiry Date**:End date of Initial Period: **Friday 20th March 2020**End date of Extension Period: **Friday 22nd May 2020**Minimum written notice to Supplier in respect of extension: **10 days** |

1. Services

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| 2.1.  | **Services required**: In Call Off Schedule 2 (Services) |

1. PROJECT Plan

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| **3.1.**  | **Project Plan**: Not Applied |

1. contract performance

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| **4.1.**  | **Standards**:In Clause 11 of the Call Off Terms |
| **4.2** | **Service Levels/Service Credits**:Not applied |
| **4.3** | **Critical Service Level Failure**:Not applied |
| **4.4** | **Performance Monitoring:** Not applied |
| **4.5** | **Period for providing Rectification Plan:** In Clause 39.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**: Customer- **Redacted**Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):Not Applied |

1. PAYMENT

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| **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 |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):HM Treasury, Roseberry Court, St Andrew’s Business Park, Norwich NR1 0HS |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):22nd May 2019 to 22nd May 2020 |
| **6.6** | **Supplier periodic assessment of Call Off Contract Charges** (paragraph 9.2 ofCall 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:The sum of £241,340.00 (exc 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 |

1. TERMINATION and exit

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| **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 42.7.1 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 |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**Not Applied |
| **9.2** | **Commercially Sensitive Information**:Not Applied |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):Recitals B to ERecital C - date of issue of the Statement of Requirements: 18th April 2019Recital D - date of receipt of Call Off Tender:3rd May 2019 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**Not required |
| **10.3** | **Security**:Short form security requirements |
| **10.4** | **ICT Policy:**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 Not Applied |
| **10.7** | **NOT USED** |
| **10.8** | **Protection of Customer Data** (Clause 35.2.3 of the Call Off Terms):In Clause 35.2.3 of the Call Off Terms |
| **10.9** | **Notices** (Clause 56.6 of the Call Off Terms):Customer’s postal address and email address: HM Treasury, 1 Horse Guards Road, London SW1A 2HQ**Redacted** Supplier’s postal address and email address: Nesta, 58 Victoria Embankment, London, EC4Y 0DS**Redacted** |
| **10.10** | **Transparency Reports**In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **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):**Not Applied |
| **10.12** | **Call Off Tender**:In Schedule 15 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**In Clause 36.3.2 of the Call Off Terms |

**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.**

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| **For and on behalf of the Supplier:** |
| Name and Title |  |
| Signature |  |
| Date |  |
| **For and on behalf of the Customer:** |
| Name and Title |  |
| Signature |  |
| Date |  |