



**Crown
Commercial
Service**

Call Off Order Form for Management Consultancy Services

Driver and Vehicle Standards Agency

Enhanced Financial Reporting Capability

K280021291

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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 **RM3745** dated 4 September 2017.

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	To be confirmed.	.
From	Driver and Vehicle Standards Agency - DVSA ('CUSTOMER')	
To	PricewaterhouseCoopers LLP ('SUPPLIER')	

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 23 March 2021	
	Expiry Date: End date of Initial Period Approximately eight (8) weeks from commencement date. End date of Extension Period Approximately ten (10) weeks from commencement date. Minimum written notice to Supplier in respect of extension: One (1) week.	

SERVICES

2.1	<p>Services required:</p> <ul style="list-style-type: none">Enhanced Financial Reporting Consultancy as per DVSA's specification a copy of which is embedded in Appendix 1, Schedule 2 Call Off Schedule: Services <p>The Customer agrees that the scope of Services set out in DVSA's specification, a copy of which is embedded in the Call Off Schedule 2 (Services), adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement. The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.</p> <p>Customer responsibilities:</p> <p>The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff. Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.</p>	
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PROJECT PLAN

3.1.	Project Plan: [In Call Off Schedule 4 (Project Plan)]					
	The Supplier shall provide the Customer with a draft Project Plan for Approval within five (5) Working Days from the Call Off Commencement Date.					
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments

CONTRACT PERFORMANCE

4.1	Standards: Not applicable.	
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: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days.	

PERSONNEL

5.1	Key Personnel: DVSA XXXXXX Redacted Under FOIA Section 43 – Head of Management Accounting PwC XXXXXX Redacted Under FOIA Section 43	
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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applied.	
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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 In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing).	
6.3	Reimbursable Expenses: Not permitted unless the supplier needs to travel to DVSA's Bristol HQ or other DVSA sites. If agreed they will not exceed rates reimbursable to DVSA staff.	
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Arvato UK, 5 Sandringham Park, Swansea Vale, Llansamlet, Swansea SA7 0EA. Invoices, quoting DVSA's purchase order number should be posted to this address or else emailed in PDF format to ssa.invoice@sharedservices.co.uk	
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Contract rate card prices are fixed for the duration of the commission.	
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: Not applicable.	
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.	
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LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £170,000	
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):	

TERMINATION AND EXIT


8.1	Termination on material Default (Clause 42.2.1(c) 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): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to ten (10) Working Days.	
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.	
8.4	Exit Management: Not applied.	

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applied.	
9.2	Commercially Sensitive Information: The following information shall be	

	<p>deemed Commercially Sensitive Information:</p> <ul style="list-style-type: none"> 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." <p>The duration for which such information shall be confidential is indefinite.</p>	
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OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recitals B to E.</p> <p>Recital C - date of issue of the Statement of Requirements: 5 February 2021.</p> <p>Recital D - date of receipt of Call Off Tender: 19 February 2021.</p>	
10.2	<p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required.</p>	
10.3	<p>Security:</p> <p>Short form security requirements.</p>	
10.4	<p>ICT Policy:</p> <p>The Customer's "Acceptable Use of IT and Communications Equipment Policy" will apply where the Supplier is working on the Customer's own systems.</p>	 <p>DVSA Acceptable Use Policy.docx</p>
10.5	<p>Testing:</p> <p>Not applied.</p>	
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>Not applied.</p>	
10.7	NOT USED	

10.8	Protection of Customer Data (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: XXXXX Redacted Under FOIA Section 43, Senior Commercial Category Manager, Driver and Vehicle Standards Agency, Berkeley House, Croydon Street, Bristol BS5 0DA XXXXX Redacted Under FOIA Section 43 Supplier's postal address and email address: PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH United Kingdom WC2N 6RH XXXXX Redacted Under FOIA Section 43	
10.10	Transparency Reports Not applied.	
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 Call Off Schedule 16 (Embedded In Appendix 1 of this document).	
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) In clause 36.3.2 of the Call Off Terms.	
10.14	Staff Transfer Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided	

	under this Call Off Contract, Schedule 10 shall not apply.	
10.15	Processing Data Call Off Schedule 17.	
	<p>1. The contact details for the Customer's Data Protection Officer are: XXXXX Redacted Under FOIA Section 43 from the Department for Transport, D/04 AHH, Ashdown House, Sedlescombe Road North, St Leonards on Sea, TN37 7GA</p> <p>The Representative of the DPO at DVSA is the Data Protection Manager, XXXXX Redacted Under FOIA Section 43, The Axis Building, 112 Upper Parliament Street, Nottingham, NG1 6LP. Email: XXXXX Redacted Under FOIA Section 43 or phone: 07870 893946</p> <p>2. The contact details of the Supplier's Data Protection Officer is:</p> <p style="padding-left: 40px;">Data Protection Officer PricewaterhouseCoopers LLP 1 Embankment Place London WC2N 6RH +44 (0)20 7583 5000</p> <p style="padding-left: 40px;">email: data.protection.office@uk.pwc.com</p> <p>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.</p> <p>The Customer has confirmed that no personal data is expected to be required to deliver the services. Should the use of personal data be required to deliver the Services, the data should be made accessible to the Supplier via a DVSA laptop. In respect of any personal data that is provided, the Customer should ensure that it has necessary authority from relevant data subjects and that they have been given necessary information regarding its use.</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p>	
Contract Reference:		K280021291

	Date:	23 March 2021
	Description Of Authorised Processing	Details
	Identity of the Controller and Processor	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any Buyer Personnel for which the buyer is the controller
	Use of Personal Data	<p>There is not expected to be any personal data other than contact details for DVSA staff and those of the supplier.</p> <p>Any financial reports provided shall be at a level to not indirectly or directly identify individuals from the financial report. There may be some transactional data provided but the names of individuals will either be redacted or dummy data shall be supplied.</p> <p>The personal data of staff members of both the buyer and supplier, such as name, email address and phone number, shall be used to communicate about the enhanced financial reporting activities and matters to do with this call off contract agreement.</p>
	Duration of the processing	For the duration of the contract.
	Nature and purposes of the processing	<p>The nature of the processing is for the supplier to design and build a financial reporting suite, and to train DVSA staff on how to use and maintain the reporting suite.</p> <p>Tools available to DVSA, such as Power BI, will be considered as part of the enhanced financial reporting suite.</p>

		<p>The purpose is to enhance DVSA's financial reporting capability.</p> <p>Whilst it is not anticipated that personal data from financial reports shall be shared, should this change then this schedule and the data protection impact assessment must be updated before the data is shared.</p> <p>All data shall be processed in the UK on a DVSA-provided device.</p>
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace phone number</p> <p>Workplace email address</p> <p>Job title or role</p> <p>Financial information - but not that which can identify an individual</p>
	Categories of Data Subject	<p>DVSA staff members.</p> <p>PwC staff members.</p>
	<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>DVSA data will not be processed outside of a DVSA-provided device.</p>
10.16	<p>MOD DEFCONs and DEFFORM</p> <p>Call Off Schedule 15</p> <p>Not applicable.</p>	

The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:

DEFCONs

DEFCON No	Version	Description

DEFFORMs

DEFFORM No	Version	Description

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	Richard J Cleary, Partner
Signature	XXXXXX Redacted Under FOIA Section 43
Date	23 March 2021

For and on behalf of the Customer:

Name and Title	Michael McGrath, Senior Commercial Category Manager
Signature	XXXXXX Redacted Under FOIA Section 43
Date	23 March 2021

Appendix 1

Schedule 2 (Call Off Schedule: Services)



03 Specification
K280021291 - Enhanc

Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

XXXXXX Redacted Under FOIA Section 40

Schedule 16 (Call Off Tender)

XXXXXX Redacted Under FOIA Section 40