

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 **Assessment of EU Exit without a deal for continuity of supply for medicines** dated **1st November 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	The Secretary of State for Health & Social Care acting as part of the Crown through the Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU ("CUSTOMER")
To	Ernst & Young LLP, 1 More London Place, London, SE1 2AF ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 1st November 2018
1.2.	Expiry Date: Tranche 1: 1 st November 2018 – 31 st December 2018 Tranche 2: 1 st January 2019 – 29 th March 2019 Tranche 3: 1 st April 2019 – 30 th September 2019 If a deal is reached during any of the tranches, a four-week period of working with industry to wind-down will be required or a transition to a new phase of activities will be considered. The Customer will issue notification to the Supplier should this event arise.

2. SERVICES

2.1	<p>Services required:</p> <p>Tranche 1 - 1st November 2018 to 31st December 2018</p> <p>Specific workstream activities and deliverables are defined below:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED]■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]■ [REDACTED]
------------	--

	<ul style="list-style-type: none">• [REDACTED] [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]

	<ul style="list-style-type: none">• [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED] [REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]
	<ul style="list-style-type: none">■ [REDACTED] [REDACTED] [REDACTED]■ [REDACTED] [REDACTED]
	[REDACTED]
	[REDACTED]

Tranche 3 - 1st April 2019 to 30th September 2019

	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
--	---

3. PROJECT PLAN

3.1.	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
------	---

4. CONTRACT PERFORMANCE

4.1.	Standards: The Supplier will be expected to adhere to all reasonable standards requested by the Customer throughout the contract, for example data security.
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.

5. PERSONNEL

5.1	Key Personnel: No named key personnel required.
5.2	Relevant Convictions: All Supplier staff working on the project are expected to be Security Cleared.

6. PAYMENT

6.1	Call Off Contract Charges:
-----	-----------------------------------

	<table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table> <table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>																																																					
6.2	Payment terms/profile: The Customer shall pay the Supplier via BACS on productions of an agreed invoice. The supplier will invoice on a monthly basis.																																																					
6.3	Reimbursable Expenses: Only permitted with prior agreement with the customer.																																																					
6.4	Customer billing address: The Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU.																																																					
6.5	Call Off Contract Charges fixed for: Contract Charges are fixed for the period of the Call-Off Contract, until the completion of Tranche 3.																																																					
6.6	Supplier periodic assessment of Call Off Contract Charges: The Customer will assess the Call-Off Contract Charges as part of its approval of each invoice.																																																					
6.7	Supplier request for increase in the Call Off Contract Charges: Not Permitted																																																					

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £4,000,539
7.2	Supplier's limitation of Liability: As per Clause 37.2.1 of the Call Off Terms).
7.3	Insurance:

	EY carry PI insurance cover to a level consider satisfactory to all parties.
--	--

8. TERMINATION AND EXIT

8.1	Termination on material Default: In Clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period: 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.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not used.
9.2	Commercially Sensitive Information: EY statement of work and pricing information is deemed commercially sensitive.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements as set out in paragraphs 1-5 of the Call-Off Contract. The Customer requires that all Supplier personnel working on this contract are Security Cleared.
10.4	ICT Policy: Not applied.
10.6	Business Continuity & Disaster Recovery: Not applied.
10.7	NOT USED

10.8	Protection of Customer Data: As per Clause 35.2.3 of the Call Off Terms.
10.9	Notices: Customer's postal address and email address: The Department of Health & Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU Supplier's postal address and email address: Ernst & Young LLP, 1 More London Place, London, SE1 2AF
10.10	Transparency Reports Not required.
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 required.
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) Not applicable.
10.14	Staff Transfer Not applicable.



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.

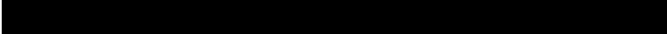

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	
Signature	
Date	01.11.18

For and on behalf of the Customer:

Name and Title	
Signature	
Date	01/11/2018