



**Crown
Commercial
Service**

**Call Off Order Form and Call Off Terms for the
Management Consultancy Framework Agreement**

RM3745

**Provision of Consultancy for Financial Assurance
To**

HM Treasury

**From
Veracity OSI UK Ltd**

Contract Reference CCCC19A86

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 4th September 2017. This Call Off Order Form relates to the Provision of Consultancy for Financial Assurance.

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 post contract award
From	HM Treasury ("CUSTOMER")
To	Veracity OSI Ltd ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 28 th October 2019
	Expiry Date: End date of Initial Period 27 th April 2020

SERVICES

2.1.	Services required: (Call Off Schedule 2 (Services)) Redacted
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PROJECT PLAN

3.1.	Project Plan: Call Off Schedule 4 (Project Plan) Redacted
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CONTRACT PERFORMANCE

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

PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

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) Redacted
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)

	Redacted
6.3	Reimbursable Expenses: Permitted Expenses to the Base Location as detailed in the Statement of Requirements are included in the day rates. Expenses to any other location shall be paid in line with the Customer's Travel & Subsistence policy and must be agreed in advance.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The Supplier shall issue electronic invoices to the following address: For the attention of: Accounts Payable Address: Redacted Email: Redacted
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Contract
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 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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 90,000.00 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

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): In Clause 42.7.1 of the Call Off Terms Redacted

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: Not Applied

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 22 nd October 2019 Recital D - date of receipt of Call Off Tender: 23 rd October 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
10.5	Testing: 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 N/A
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: Redacted Supplier's postal address: 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: Call Off Schedule 16 See Redacted										
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 Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). Not applied										
10.15	Processing Data Call Off Schedule 17 <ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: To be confirmed post contract award The contact details of the Suppliers Data Protection Officer is: To be confirmed post contract award The Processor shall comply with any further written instructions with respect to processing by the Controller. Any such further instructions shall be incorporated into this Schedule. <table border="1"> <tr> <td>Contract Reference:</td><td>CCCC19A86</td></tr> <tr> <td>Date:</td><td>28th October 2019</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td>Identity of the Controller and Processor</td><td>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>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including</td></tr> </table>	Contract Reference:	CCCC19A86	Date:	28th October 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
Contract Reference:	CCCC19A86										
Date:	28th October 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.
		Duration of the processing	For the duration of the Framework Contract plus 7 years.
		Nature and purposes of the processing	For the exchange of data and communications between the parties to this contract
		Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title
		Categories of Data Subject	Suppliers Current employees Contractors
10.16	MOD DEFCONs and DEFFORM		
	Call Off Schedule 15		
	Not Applied		

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	24/10/2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	31/10/2019