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**Call Off Order Form for Management Consultancy Services**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

12/08/2013

**The Provision of Employee Authentication Service –**

**Replacement (EAS-R) Audit**

**To**

**Department for Work and Pensions**

**From**

**KPMG LLP**

**Contact Reference: CCCC20A14**

**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 Agreementfor the provision of **RM3745** dated 4th 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 post contract award. |
| **From** | Department for Work and Pensions  **("CUSTOMER")** |
| **To** | KPMG LLP  **("SUPPLIER")** |

**SECTION B**

**call off contract period**

|  |  |
| --- | --- |
|  | **Commencement Date**: 3rd March 2020 |
|  | **Expiry Date**:  End date of Initial Period: 10th April 2020  End date of Extension Period: Up to 3 months to 9th July 2020  Minimum written notice to Supplier in respect of extension: 1 week |

**Services**

|  |  |
| --- | --- |
| **2.1.** | **Services required**:  [REDACTED] |

**PROJECT Plan**

|  |  |
| --- | --- |
| **3.1.** | **Project Plan**:  [REDACTED] |
|

**contract performance**

|  |  |
| --- | --- |
| **4.1.** | **Standards**:  In Clause 11 (Standards and Quality) |
| **4.2** | **Service Levels/Service Credits**:  [REDACTED]  No Service Credits will apply |
| **4.3** | **Critical Service Level Failure**:  Not applied |
| **4.4** | **Performance Monitoring:**  [REDACTED] |
| **4.5** | **Period for providing Rectification Plan:**  In Clause 39.2.1(a) of the Call Off Terms |

**personnel**

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer  Plier [REDACTED]  Supplier  [REDACTED]  [REDACTE  [REDAC |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Applied |

**PAYMENT**

|  |  |
| --- | --- |
| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  [REDACTED]  **For the avoidance of doubt, the total contract value will not exceed £63,057.50 exc. VAT** |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  [REDACTED] |
| **6.3** | **Reimbursable Expenses**:  Not Permitted  See Annex A - Statement of Requirements (Section 19) |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  [REDACTED] |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the full term of the contract |
| **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 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 |

**LIABILITY and insurance**

|  |  |
| --- | --- |
| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £63,057.50 (Excluding 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 |
| **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:**  Secure storage of DWP assets (Tokens) will need to be inspected |
| **9.2** | **Commercially Sensitive Information**:  N/A |

**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:13th February 2020  Recital D - date of receipt of Call Off Tender:19th February 2020 |
| **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 and email address:  [REDACTED]  Supplier’s postal address and email 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 Applicable |
| **10.12** | **Call Off Tender**:  [REDACTED] |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Not Applicable |
| **10.14** | **Staff Transfer**  Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**   |  |  | | --- | --- | | **Contract Reference:** | **CCCC20A14** | | **Date:** | **3rd March 2020** | | **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 Award plus 7 years. | | Nature and purposes of the processing |  | | Type of Personal Data | Full name  Workplace address  Workplace Phone Number  Workplace email address  Names  Job Title  Compensation   |  | | --- | | Tenure Information Qualifications or certifications | | Nationality | | Education & training history | | Previous work history | | Personal Interests | | References and referee details | | Driving license details | | National insurance number | | Bank statements | | Utility bills | | Job title or role | | Job application details | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | Photographic facial Image | | Biometric data | | Birth certificates | | IP address | | Details of physical and psychological health or medical condition | | Next of kin & emergency contact details | | Record of absence, time tracking & annual leave | | | Categories of Data Subject |  | |

**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 | 02/03/2020 |
| **For and on behalf of the Customer:** | |
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 02/03/2020 |