



Crown
Commercial
Service

**Call Off Order Form for the
Management Consultancy Framework Agreement
RM3745**

**Provision of Consultancy for the Air TLB
Optimisation Programme
Contract Reference CCCC19A41**

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 Management Consultancy Services 4th September 2017. This Call Off Order Form relates to the Provision of Consultancy Services to the Air TLB Optimisation Programme.

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	Ministry of Defence ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 27 th August 2019
1.2.	Expiry Date: End date of Initial Period 26 th November 2019 End date of Extension Period 26 th February 2019 Minimum written notice to Supplier in respect of extension: 1 month

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) See Statement of Requirements below:  Statement of Requirements.docx
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3. PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan) See Statement of Requirements Section 7
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4. CONTRACT PERFORMANCE

4.1.	Standards: ISO9001 Required
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 Error! Reference source not found. of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: <u>Customer</u> Redacted <u>Supplier</u> Redacted Redacted Redacted Redacted Redacted Redacted Redacted Redacted
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): Not applied

6. 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)
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	Redacted For the avoidance of doubt, the total Contract Value for the initial 3 month contract period is £330,500.00 exc. VAT.
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) See Statement of Requirements Section 17
6.3	Reimbursable Expenses: Permitted Expenses to the base location are not permitted Additional expense claims should be authorised by the Customer and in accordance with the Customer's policy and rates.
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 Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the Contract Term
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Period of 3 months (or 6 months with Contract Extension)
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph Error! Reference source not found. of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £330,500.00 exc. VAT
7.2	Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms); In Clause Error! Reference source not found. of the Call Off Terms
7.3	Insurance (Clause Error! Reference source not found. of the Call Off Terms): In Clause 38.3 of the Call Off Terms

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.2	Termination without cause notice period (Clause Error! Reference source not found. of the Call Off Terms): In Clause Error! Reference source not found. of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause Error! Reference source not found. 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 applied
9.2	Commercially Sensitive Information: Not applied

10. 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: 5 th August 2019 Recital D - date of receipt of Call Off Tender: 9 th August 2019
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Long form security requirements The Security Representative of the Customer is Redacted The Security Representative of the Supplier is Redacted
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 Error! Reference source not found. of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms																								
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): Customer's postal address and email address: Redacted Supplier's postal address and email address: Redacted																								
10.10	<p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p> <table border="1"> <thead> <tr> <th>TITLE</th> <th>CONTENT</th> <th>FORMAT</th> <th>FREQUENCY</th> </tr> </thead> <tbody> <tr> <td>Performance</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Call Off Contract Charges</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Key Sub-Contractors</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Technical</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Performance Management</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	TITLE	CONTENT	FORMAT	FREQUENCY	Performance				Call Off Contract Charges				Key Sub-Contractors				Technical				Performance Management			
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Performance																									
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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 See Tender Submission below 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).																								

10.15

Processing Data

1. The contact details of the Customer's Data Protection Officer are:
Redacted
2. The contact details of the Supplier's Data Protection Officer are:
Redacted
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	CCCC19A41
Date:	27th August 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 Award plus 7 years.
Nature and purposes of the processing	Managing the obligations under the Call Off Contract Agreement including ext management and other associated activities.
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation Tenure Information Qualifications or certifications Nationality

		<p>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</p>												
	<p>Categories of Data Subject</p>	<p>Current Personnel Contractors/consultants Suppliers</p>												
<p>10.16</p>	<p>MOD DEFCONs and DEFFORMs</p> <p>Call Off Schedule 15</p> <p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <table border="1" data-bbox="359 1514 1417 1693"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>DEFCON 532B</td> <td></td> <td>Protection of Personal Data</td> </tr> <tr> <th>DEFFORM</th> <th>Version</th> <th>Description</th> </tr> <tr> <td>DEFFORM 532</td> <td></td> <td>Protection of Personal Data</td> </tr> </tbody> </table>		DEFCON No	Version	Description	DEFCON 532B		Protection of Personal Data	DEFFORM	Version	Description	DEFFORM 532		Protection of Personal Data
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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	20 th August 2019

For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	21 st August 2019