



Crown  
Commercial  
Service

**Provision of External Assessors to  
Government Commercial Function  
Assessment and Development Centre  
TO  
Cabinet Office  
From  
Ernst & Young LLP**

**Contract Reference: CCCC19A49**

## **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 External Assessors to the Government Commercial Function Assessment and Development Centre dated 6<sup>th</sup> August 2019 (Contract Signature Date).

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 | <b>To be advised by the Authority</b>         |
| From         | <b>Cabinet Office<br/>("CUSTOMER")</b>        |
| To           | <b>Ernst &amp; Young LLP<br/>("SUPPLIER")</b> |

#### **SECTION B**

##### **1. CALL OFF CONTRACT PERIOD**

|             |                                                                         |
|-------------|-------------------------------------------------------------------------|
| <b>1.1.</b> | <b>Commencement Date:</b> 8 <sup>th</sup> August 2019                   |
|             | <b>Expiry Date:</b><br><br>End date of Period: 7 <sup>th</sup> May 2020 |

##### **2. SERVICES**

|            |                                                                    |
|------------|--------------------------------------------------------------------|
| <b>2.1</b> | <b>Services required:</b><br><br>In Call Off Schedule 2 (Services) |
|------------|--------------------------------------------------------------------|

##### **3. PROJECT PLAN**

|             |                                   |                                                                                       |                                           |
|-------------|-----------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------|
| <b>3.1.</b> | <b>Project Plan:</b>              |                                                                                       |                                           |
|             | <b>Milestone/<br/>Deliverable</b> | <b>Description</b>                                                                    | <b>Timeframe or Delivery<br/>Date</b>     |
|             | 1                                 | Proposed assessors to attend suitability meeting.                                     | To be determined at the Inception meeting |
|             | 2                                 | Proposed assessors to attend one day training as required.                            | To be determined at the Inception meeting |
|             | 3                                 | Each appointed assessor to deliver 10 ADC days throughout the period of the contract. | Throughout the duration of the contract   |

#### 4. CONTRACT PERFORMANCE

|             |                                                                                              |
|-------------|----------------------------------------------------------------------------------------------|
| <b>4.1.</b> | <b>Standards:</b><br>Not Applied                                                             |
| <b>4.2</b>  | <b>Service Levels/Service Credits:</b><br>Not applied                                        |
| <b>4.3</b>  | <b>Critical Service Level Failure:</b><br>Not applied                                        |
| <b>4.4</b>  | <b>Performance Monitoring:</b><br>Not applied                                                |
| <b>4.5</b>  | <b>Period for providing Rectification Plan:</b><br>In Clause 39.2.1(a) of the Call Off Terms |

#### 5. PERSONNEL

|            |                                                                                                          |
|------------|----------------------------------------------------------------------------------------------------------|
| <b>5.1</b> | <b>Key Personnel:</b><br>Customer- REDACTED<br>Supplier- REDACTED                                        |
| <b>5.2</b> | <b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms):<br>In Clause 28.2 of the Call Off terms |

#### 6. PAYMENT

|            |                                                                                                                                                                                                                              |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>6.1</b> | <b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT):<br>In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)                                          |
| <b>6.2</b> | <b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):<br>Refer to Section 16 of the embedded Statement of Requirements.<br>REDACTED<br><i>Statement of Requirements</i> |
| <b>6.3</b> | <b>Reimbursable Expenses:</b><br>Permitted<br>Expenses may be payable if agreed in advance by the Government Commercial Function and will be subject to Cabinet Office Travel and Subsistence Policy.                        |
| <b>6.4</b> | <b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>GCF Finance Team, Cabinet Office, REDACTED                                                     |
| <b>6.5</b> | <b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>For a period of 9 Call Off Contract Months from the Call Off Commencement Date               |
| <b>6.6</b> | <b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:<br>Not Applied                            |
| <b>6.7</b> | <b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):<br>Not Permitted                                             |

## 7. LIABILITY AND INSURANCE

|            |                                                                                                                            |
|------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>7.1</b> | <b>Estimated Year 1 Call Off Contract Charges:</b><br>A figure not to exceed the sum of £REDACTED (exc VAT)                |
| <b>7.2</b> | <b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);<br>In Clause 37.2.1 of the Call Off Terms |
| <b>7.3</b> | <b>Insurance</b> (Clause 38.3 of the Call Off Terms):<br>In Clause 38.3 of the Call Off Terms                              |

## 8. TERMINATION AND EXIT

|            |                                                                                                                          |
|------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>8.1</b> | <b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):<br>In Clause 42.2.1(c) of the Call Off Terms |
|------------|--------------------------------------------------------------------------------------------------------------------------|

|            |                                                                                                                             |
|------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>8.2</b> | <b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms):<br>In Clause 42.7 of the Call Off Terms |
| <b>8.3</b> | <b>Undisputed Sums Limit:</b><br>In Clause 43.1.1 of the Call Off Terms                                                     |
| <b>8.4</b> | <b>Exit Management:</b><br>In Call Off Schedule 9 (Exit Management)                                                         |

## 9. SUPPLIER INFORMATION

|            |                                                                                              |
|------------|----------------------------------------------------------------------------------------------|
| <b>9.1</b> | <b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b><br>Not Applied |
| <b>9.2</b> | <b>Commercially Sensitive Information:</b><br>Not Applicable                                 |

## 10. OTHER CALL OFF REQUIREMENTS

|             |                                                                                                                                                                                                                                           |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10.1</b> | <b>Recitals</b> (in preamble to the Call Off Terms):<br>Recital A<br>Recital C - date of issue of the Statement of Requirements: 22 <sup>nd</sup> July 2019<br>Recital D - date of receipt of Call Off Tender: 26 <sup>th</sup> July 2019 |
| <b>10.2</b> | <b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b><br>Not required                                                                                                                                                               |
| <b>10.3</b> | <b>Security:</b><br>Short form security                                                                                                                                                                                                   |
| <b>10.4</b> | <b>ICT Policy:</b><br>Not applied                                                                                                                                                                                                         |
| <b>10.6</b> | <b>Business Continuity &amp; Disaster Recovery:</b><br>Not applied<br><br><b>Disaster Period:</b><br>For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applied      |
| <b>10.8</b> | <b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):<br>In Clause 35.2.3 of the Call Off Terms                                                                                                                       |
| <b>10.9</b> | <b>Notices</b> (Clause 56.6 of the Call Off Terms):<br>Customer's postal address and email address:<br>Government Commercial Function, Cabinet Office, REDACTED                                                                           |

|              |                                                                                                                                                                                                                                                                                                                                                          |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>REDACTED</p> <p>Supplier's postal address and email address: Ernst &amp; Young LLP, REDACTED</p> <p>REDACTED</p>                                                                                                                                                                                                                                      |
| <b>10.10</b> | <p><b>Transparency Reports</b></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>                                                                                                                                                                                                                                                                 |
| <b>10.11</b> | <p><b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b></p> <p>Not Applicable</p>                                                                                                                                                                                         |
| <b>10.12</b> | <p><b>Call Off Tender:</b></p> <p>In Schedule 15 (Call Off Tender)</p>                                                                                                                                                                                                                                                                                   |
| <b>10.13</b> | <p><b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b></p> <p>In Clause 36.3.2 of the Call Off Terms.</p> <p>Assessors are not to discuss the outcome of any Assessment Development Centre (ADC) with anyone and the assessment material they have access to should not be shared or discussed with anyone outside of the programme.</p> |
| <b>10.14</b> | <p><b>Staff Transfer</b></p> <p>Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p>                                                                                                                                                                                                                                            |
| <b>10.15</b> | <p><b>Processing Data</b></p> <p>Call Off Schedule 16</p>                                                                                                                                                                                                                                                                                                |

  

|                                                       |                                                                                                                                                                           |  |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Contract Reference:</b>                            | <b>CCCC19A49</b>                                                                                                                                                          |  |
| <b>Date:</b>                                          | <b>Contract Award date</b>                                                                                                                                                |  |
| <b>Description Of Authorised Processing</b>           | <b>Details</b>                                                                                                                                                            |  |
| Identity of the Controller and Processor:<br>REDACTED | 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                 |                                                                                                                                                                           |  |
| Type of Personal Data                                 | Full name                                                                                                                                                                 |  |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certificate</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> |  |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

|                            |                                                                                                                                                                                                                          |  |  |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                            | Biometric data<br><br>Birth certificates<br><br>IP Address<br><br>Details of physical and psychological health condition<br><br>Next of kin & emergency contact details<br><br>Record of absence, time tracking & annual |  |  |
| 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           | 13 <sup>th</sup> August 2019 |

**For and on behalf of the Customer:**

|                |                              |
|----------------|------------------------------|
| Name and Title | REDACTED                     |
| Signature      | REDACTED                     |
| Date           | 13 <sup>th</sup> August 2019 |