



Crown
Commercial
Service

Call Off Order Form for
Management Consultancy Framework Agreement (RM3745)

Provision of Internal Audit support (Home Office)

From:
Government Internal Audit Agency

To:
Ernst & Young LLP
Contract Reference: GIAA20A03/EY

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.

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 advised by the Authority
From	Government Internal Audit Agency ('GIAA') ("CUSTOMER")
To	Ernst & Young LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Wednesday 1st April 2020
1.2.	Expiry Date: End date of Initial Period Thursday 30th April 2020

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) In accordance with the Supplier Proposal attached below. REDACTED
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PROJECT PLAN

3.1.	Project Plan: In Call Off Schedule 4 (Project Plan)
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	Not applied
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CONTRACT PERFORMANCE

4.1.	Standards: In accordance with GIAA standards.
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: In accordance with GIAA standards
4.5	Period for providing Rectification Plan: In Clause Error! Reference source not found. of the Call Off Terms

PERSONNEL

5.1	Key Personnel: Customer (GIAA): REDACTED Supplier (EY): REDATED
5.2	Relevant Convictions (Clause Error! Reference source not found. of the Call Off Terms): Not Applied

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): For the avoidance of doubt the maximum contract value will not exceed £13,650.00 (Exc VAT) Fees 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) All fees to be billed at completion and payable within 30 days
6.3	Reimbursable Expenses: Permitted – See Paragraphs 4 and 5 of Call Off Schedule 3 (Call Off Contract Charges) and the definition of “Reimbursable expenses” at the outset of Call Off Schedule 3.

	<p>For the avoidance of doubt, Travel and Subsistence to the base location is included within the daily rate.</p> <p>For the purpose of travel and subsistence the base location will be determined for each individual assignment. All other travel and subsistence is to be agreed with the authority in advance and charged in accordance with the Authority's travel and subsistence policy, which is provided at Annex B.</p> <p>Where overseas travel is required an appropriate base location in the UK will be determined for the individual Work Order, the Strategic Delivery Partner will not be expected to include the cost of overseas travel and subsistence within their daily rates.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>GIAA-Commercial@giaa.gov.uk</p> <p>GIAA Commercial, GIAA, 7th Floor, 10 Victoria Street, London SW1H 0NB</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph Error! Reference source not found. of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>For the full term of the Contract</p>
6.6	<p>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:</p> <p>Not Applied</p>
6.7	<p>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)):</p> <p>Not Permitted</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>£13,650.00 (Exc VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause Error! Reference source not found. of the Call Off Terms);</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p>
7.3	<p>Insurance</p> <p>In Clause 38.3 of the Call Off Terms</p>

TERMINATION AND EXIT

8.1	<p>Termination on material Default</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p>
8.2	<p>Termination without cause notice period</p> <p>In Clause Error! Reference source not found. of the Call Off Terms</p>
8.3	<p>Undisputed Sums Limit:</p>

	In Clause Error! Reference source not found. 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 Applicable

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause Error! Reference source not found. of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: GIAA and HO ICT Policy will apply
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
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 of the Call Off terms
10.9	Notices (Clause Error! Reference source not found. of the Call Off Terms): <i>Customer's postal address and email address: mailto:</i> GIAA, 7th Floor, 10 Victoria Street, London SW1H 0NB GIAA-Commercial@giaa.gov.uk <i>Supplier's postal address and email address:</i> Ernst & Young LLP, 1 More London Place, SE1 2AF
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports) Not applied

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) The Supplier needs to obtain the written consent of GIAA to information provided by them being disclosed to other Supplier member firms, Supplier persons and external service providers who may collect, use, transfer, store or otherwise process it in the various jurisdictions in which they operate (including outside the EEA) for purposes related to the provision of the services, to comply with legal and regulatory requirements, for conflict checking, risk management and quality reviews and financial accounting, information technology and other administrative support services.				
10.12	Call Off Tender: Not Applicable				
10.13	Publicity and Branding In Clause 36.3.2 of the Call Off Terms				
10.14	Staff Transfer Not Applied				
10.15	<ol style="list-style-type: none"> The contact details of the Customer Data Protection Officer is: Name: REDACTED Email: Correspondence@giaa.gov.uk Title: Chief Operating Officer Phone: 07736 273136 The contact details of the Suppliers Data Protection Officer is: Name: REDACTED Title: Data Protection Officer Email: dataprotectionofficer@uk.ey.com 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>GIAA20A03EY</td></tr> <tr> <td>Date:</td><td>Wednesday 1st April 2020</td></tr> </table>	Contract Reference:	GIAA20A03EY	Date:	Wednesday 1st April 2020
Contract Reference:	GIAA20A03EY				
Date:	Wednesday 1st April 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 Customer is a controller and the Supplier is a Processor under this Call Off Contract.
Use of Personal Data	Managing the obligations under the Call Off Contract, including the provision of Services exit management, and other associated activities.
Duration of the processing	For the duration of the Call Off Contract Period plus 8 years.
Nature and purposes of the processing	To enable the transfer of information and communications between the Parties to this Call Off Contract and the Supplier will be processing personal data belonging to the Customer, its customers and other third parties supplied to the Supplier in connection with the provision of the Services as more particularly described in this Call Off Contract and any relevant Work Orders.
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	Current personnel Consultants Customers Suppliers Third Parties
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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	