



Crown
Commercial
Service

INDEPENDENT REVIEW OF CCS BOARD'S EFFECTIVENESS

TO

CROWN COMMERCIAL SERVICE

FROM

DELOITTE LLP

CONTRACT REFERENCE: CCCC19A63

FRAMEWORK SCHEDULE 4
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 (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 completed upon contract award
From	Crown Commercial Service ("CUSTOMER")
To	Deloitte LLP ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: Monday 7th October 2019
	Expiry Date: End date of Initial Period: Monday 6th January 2020 End date of Extension Period: Friday 24th January 2020 Minimum written notice to Supplier in respect of extension: 1 week

SERVICES

2.1	Services required: In Call Off Schedule 2 Annex 1: The Services
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PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan for Approval within 20 working days from the Call Off commencement date
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CONTRACT PERFORMANCE

4.1.	Standards: Clause 11 (Standards and Quality) shall apply
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Call Off Schedule 2 Annex 1: The Services, Section 15 (Service Levels and Performance)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

PERSONNEL

5.1	Key Personnel: Customer: REDACTED Supplier: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applied

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)
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)
6.3	Reimbursable Expenses: Permitted. Expenses to and from the base location shall be included in the Supplier's submission. Reimbursable expenses are permitted for travel excluding the Base Location as per the Statement of Requirements.

	Expenses will be in accordance with Crown Commercial Service Expenses Policy and following prior approval from the Authority.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Crown Commercial Service, Finance team, 9 th Floor, The Capital, Old Hall Street, Liverpool L39PP Email: supplierinvoices@crownccommercial.gov.uk
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The life of the Call Off Contract from the Call Off Commencement Date
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 £24,560.00 (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 of 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: Not Applied
9.2	Commercially Sensitive Information: REDACTED

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 29 th August 2019 Recital D - date of receipt of Call Off Tender: 20 th September 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements set out in paragraphs 1 to 5 of Schedule 7 (Security) shall apply The signed Non-Disclosure Agreement shall also apply, which is embedded below for information: REDACTED
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be for 30 days.
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Clause 35.2.3 of the Call Off Terms shall apply Call Off Schedule 17 shall apply
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Crown Commercial Service, F.A.O. REDACTED , 5 th floor, 151 Buckingham Palace Road, London SW1W 9SZ REDACTED

	Supplier's postal address and email address: REDACTED Deloitte LLP, Four Brindley Place, Birmingham, B1 2HZ						
10.10	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): Not applicable						
10.12	Call Off Tender: In Call Off Schedule 15						
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Clause 36.3.2 of the Call Off Terms shall apply						
10.14	Staff Transfer Not applied as no Subcontractors named						
10.15	<p>Processing Data (Call Off Schedule 17)</p> <p>1. The contact details of the Customer Data Protection Officer is: REDACTED</p> <p>2. The contact details of the Suppliers Data Protection Officer is: REDACTED</p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1" data-bbox="311 1473 1369 1848"> <tr> <td>Contract Reference:</td> <td>CCCC19A44</td> </tr> <tr> <td>Date:</td> <td>7th October 2019</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> </table>	Contract Reference:	CCCC19A44	Date:	7th October 2019	Description Of Authorised Processing	Details
Contract Reference:	CCCC19A44						
Date:	7th 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 and other associated activities.
	Duration of the processing	For the duration of the Contract.
	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

		<p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	<p>Categories of Data Subject</p>	

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	07/10/2019

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	07/10/2019