Crown Commercial Service

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Call Off Order Form for Management Consultancy Services RM6008 (LOT 4)

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**To Ministry of Defence**

**From PricewaterhouseCoopers LLP**

**Contract Reference 701407375**

12/08/2013

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM for MANAGEMENT CONSULTANCY FRAMEWORK RM6008**

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreementfor the provision of Management Consultancy Services (Ref: RM6008) dated 04 September 2018.

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 Template Call Off Order Form and the Call Off Terms.

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| Order Number | **701407375** |
| From | **Secretary of State for Defence**  **("CUSTOMER")** |
| To | **PricewaterhouseCoopers LLP**  **("SUPPLIER")** |
| Date | **17/12/2020**  **("DATE")** |

SECTION B

1. call off contract period

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|  | **Commencement Date**: 01/01/2021 |
|  | **Expiry Date**: 31/03/2021 |

1. Services

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| 2.1. | See Schedule 2, Annex 1 - Statement of Requirement attached  **Services required**:  **High level Requirement**   1. There is a requirement that the Defence Academy (DefAc) conducts contractual negotiations with Minerva Education and Training Ltd (MET(L)) to terminate the Defence Sixth Form College (DSFC) Private Finance Initiative (PFI) in Q2 2021 when the final cohort of students complete their studies, in line with Secretary of State (SofS) direction. This is a component part of closing the Defence Technical Officer and Engineer Entry Scheme (DTOEES) and replacing it with the new Science Technology Engineering and Mathematics (STEM) Graduate Inflow Scheme (SGIS).      1. This requirement includes options with respect to the site post September 2021 on handing back to the Authority at termination of the PFI contractual services.   **Length of Contract**   1. This is an output based Contract and in line with Crown Commercial Services Framework policy, shall have a duration of no longer than 9 months. The Contractor must notify the Authority any elements of the work package that are at risk of delay due to Authority stakeholder not engaging, and must be raised at the first opportunity.   **On Site Presence**   1. On site presence will be as required by Business needs.   **Scope of work**   1. Working closely with DefAc, and its external legal advisers, PwC (the Supplier) will provide the strategic and transactional advisory   services set out in the Statement of Requirements appended to this Order Form.  The Supplier will not be providing legal advisory services.  The Customer agrees that the scope of Services set out in this Order Form adequately reflects its requirements and addresses the mandatory requirements of Schedule 2 of the Framework Agreement.  The Supplier shall not be required to provide any services that are not expressly set out in this Order Form.  **Customer responsibilities:**  The Customer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Customer's premises and staff.  Any information provided by the Customer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party.  The Supplier shall not be liable for any delay or other consequences resulting from the Customer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.  **COVID-19**  The ongoing uncertainty related to Coronavirus (COVID-19) may impact your and our ability to perform obligations under the agreement, including as a result of travel restrictions. For example we may need to provide services from an alternative location, substitute personnel where practicable or work with you to establish remote access to your systems, as far as this is possible.  If you are affected by COVID-19 and it has an impact on the agreement please let us know so that we can seek solutions together.  Please also see our [website](https://www.pwc.com/gx/en/issues/crisis-solutions/covid-19.html) here for information in relation to responding to the business impacts of COVID-19. |

1. PROJECT Plan

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| **3.1.** | **Project Plan**: Not Used |

1. contract performance

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| **4.1.** | **Standards**:  Not applied. |
| **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 39.2.1(a) of the Call Off Terms |

1. personnel

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| **5.1** | **Key Personnel**:  Customer:  \*REDACTED\*  Defence Academy of the United Kingdom  Shrivenham  Wiltshire SN6 8LA  Supplier:  \*REDACTED\*  Partner, PricewaterhouseCoopers LLP  7 More London Riverside  London SE1 2RT  Supplier’s teams may include contractors (which may include those operating through their own companies) as well as PwC staff.  The Supplier assumes that the tax indemnity at clause 24 is not intended to apply in cases of any error by Customer in its determination under chapter 10, Part 2, ITEPA 2003 or failure to make such determination, resulting in a tax liability or demand of any kind. |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not Applied |
| **5.3** | **COVID-19**  The Customer shall afford the same protections in relation to the prevention/handling of COVID-19 to the Supplier's staff whilst such staff are on the Customer's premises or on third party premises (at the Customer's request) that the Customer affords to the Customer's own staff. |

1. PAYMENT

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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  **Costs**  Costs will be based using the fee rates from MCF2 Lot 4 being:   |  |  | | --- | --- | | Grade | Day rate (£) | | Partner/Managing Director | \*REDACTED\* | | Managing Consultant/Associate Director | \*REDACTED\* | | Principal Consultant | \*REDACTED\* | | Senior Consultant/Manager | \*REDACTED\* | | Consultant | \*REDACTED\* |   The above day rates exclude VAT and expenses, which would be charged in line with the arrangements, set out in MCF2 Lot 4.  Work will be charged on a time and materials basis at the above rates. On appointment, the Customer and the Supplier will meet to agree the phasing of work, indicative budgets and arrangements to provide for DefAc with appropriate control over the scope of the Supplier’s work and monitoring of the level of costs being incurred. |
| **6.2** | **Payment terms/profile** (including method of payment e.g. Government Procurement Card (GPC) or BACS):  Subject to any alternative arrangement to be agreed between Customer and the Supplier, costs will be invoiced on a monthly basis. |
| **6.3** | **Reimbursable Expenses**:  Reasonable Travel and Subsistence expenses incurred for the purposes of delivering under the Contract are permitted. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Payment will be through Electronic Transfer on Contracting, Purchasing and Finance (CP&F) tool  \*REDACTED\*  Room 409 JSCSC  Defence Academy of the United Kingdom  Shrivenham  SN6 8LA |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  The Contract length will be Three months from 1 January 2021 to 31 March 2021 |
| **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 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 |

1. LIABILITY and insurance

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of £50,000.00 (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 Off Terms |

1. TERMINATION and exit

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| **8.1** | **Termination on material Default** (Clause 42.2 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 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 |

1. supplier information

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| **9.1** | **Supplier's inspection of Sites, Customer Property and Customer Assets:**  Not applied |
| **9.2** | **Commercially Sensitive Information**:  The following information shall be deemed Commercially Sensitive Information:   * ● any information relating to the Supplier’s fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services; * ● any information falling within the definition of “Supplier’s Confidential Information.   The duration for which such information shall be confidential is indefinite. |

1. OTHER CALL OFF REQUIREMENTS

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| **10.1** | **Recitals** (in preamble to the Call Off Terms):  Recital A |
| **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 |
| **10.6** | **Business Continuity & Disaster Recovery**:  Not applied |
| **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:  UKStratCom-Comrcl C2-07  Room 103, Trenchard  Defence Academy of the United Kingdom  Shrivenham, Wiltshire  SN6 8LA  \*REDACTED\* |
| **10.10** | **Transparency Reports**  Not required |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 15 and if required, any Customer alternative pricing mechanism:**  MOD DEFCON & DEFFORMS:  DEFCON 005J  Unique Identifiers  Edition 11/16  DEFCON 076  Contractor's Personnel at Government Establishments  Edition 12/06  **N 129J**  DEFCON 129J  The Use Of The Electronic Business Delivery Form  Edition 11/16  **501**  DEFCON 501  Definitions and Interpretations  Edition 11/17  **FCON 502**  DEFCON 502  Specifications Changes  Edition 05/17  **N 503**  DEFCON 503  Formal Amendments To Contract  Edition 12/14  **N 507**  DEFCON 507  Delivery  Edition 10/18  **3**  DEFCON 513  Value Added Tax  Edition 11/16  **514**  DEFCON 514  Material Breach  Edition 08/15  **N 515**  DEFCON 515  Bankruptcy and Insolvency  Edition 02/17  **CON6**  DEFCON 516  Equality  Edition 04/12  **N 518**  DEFCON 518  Transfer  Edition 02/17  **EFCON 520**  DEFCON 520  Corrupt Gifts and Payments of Commission  Edition 05/18  **FCON 522**  DEFCON 522  Payment and Recovery of Sums Due  Edition 11/17  **ON 526**  DEFCON 526  Notices  Edition 08/02  **ON 527**  DEFCON 527  Waiver  Edition 09/97  **DEFCON 531**  DEFCON 531  Disclosure of Information  Edition 11/14  **CON 532B**  DEFCON 532A  Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)  Edition 04/20  **CON 537**  DEFCON 537  Rights of Third Parties  Edition 06/02  **CON 538**  DEFCON 538  Severability  Edition 06/02  **EFCON 5**  DEFCON 550  Child Labour and Employment Law  Edition 02/14  **CON 566**  DEFCON 566  Change of Control of Contractor  Edition 10/20  **DEFCON 609**  DEFCON 609  Contractor's Records  Edition 08/18  **DEFCON 620**  DEFCON 620  Contract Change Control Procedure  Edition 05/17  **EFCON 632**  DEFCON 632  Third Party Intellectual Property - Rights and Restrictions  Edition 08/12  **FC****EFCON 658**  DEFCON 658  Cyber  Edition 10/17  Further to DEFCON 658 the Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138**EFCON 703**  DEFCON 703  Intellectual Property Rights - Vesting in the Authority  Edition 08/13 |
| **10.12** | **Call Off Tender**:  Continuation of previous contract. Statement of Requirement remains unchanged |
| **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**  Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Call Off Contract, Schedule 10 shall not apply. |
| **10.15** | **Processing Data**  Call Off Schedule 17  1.               The contact details of the Customer Data Protection Officer are:  **[CLIENT TO INSERT CONTACT DETAILS (NAME, EMAIL AND TELEPHONE NUMBER)]**  2.               The contact details of the Suppliers Data Protection Officer are:  Data Protection Officer  PricewaterhouseCoopers LLP  1 Embankment Place  London  WC2N 6RH  +44 (0)20 7583 5000  email: [data.protection.office@uk.pwc.com](mailto:data.protection.office@uk.pwc.com)  The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Call Off Contract.  In common with most professional service providers, the Supplier (“PwC”) uses third party processors to provide certain elements of its IT systems and the support for them.  PwC and its third party service processors have host servers and data centres throughout the world.  PwC puts in place contractual arrangements with such processors which comply with data protection law and PwC’s strict standards of security and confidentiality. PwC would only transfer personal data outside the European Economic Area (“EEA”) to a third party processor in accordance with data protection law and where it has a lawful basis to do so. Full details of how PwC uses personal data can be found in its privacy notice at: https://www.pwc.co.uk/who-we-are/privacy-statement.html  The Customer should not provide PwC with personal data unless the Call Off Contract requires the use of it or PwC requests it from you. In respect of any personal data that the Customer does share with PwC, the Customer should ensure that it has necessary authority from relevant data subjects for PwC to use and transfer it in accordance with the Call Off Contract, and that they have been given necessary information regarding its use |
| **10.16** | **Intellectual property**  The parties agree that open source publication is not appropriate for this Call Off Contract and clauses 34.1.4 and 34.10 of the Call Off Terms will not apply. |

**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.**

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| --- | --- |
| **For and on behalf of the Supplier:** | |
| Name and Title | \*REDACTED\*, Partner |
| Signature | \*REDACTED\* |
| Date | 8 January 2021 |
| **For and on behalf of the Customer:** | |
| Name and Title | \*REDACTED\*  *UKStratCom-Comrcl C2-07* |
| Signature | *Original Signed* |
| Date | 7 January 2021 |