



Ministry
of Justice

**Call Off Order Form for the
Management Consultancy Services Framework
RM6008**

**Review of judicial structure and leadership
allowances**

con_17422

FRAMEWORK SCHEDULE 4

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 Review of judicial structure and leadership allowances dated **03 February 2020**.

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 | Con_17422 |
| From | Judicial Office - 102 Petty France, London, SW1H 9AJ ("CUSTOMER") |
| To | Accenture ("SUPPLIER") |
| Date | 3rd February 2020 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 3 rd February 2020 |
| 1.2. | Expiry Date: End date of Initial Period: 31st March 2020 End date of Extension Period: 30th April 2020 Minimum written notice to Supplier in respect of extension: 1 week |

2. SERVICES

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| 2.1 | Services required: As per detailed in the Statement of Requirement document embedded here: REDACTED |
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3. PROJECT PLAN

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| 3.1. | Project Plan: Not Required |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: The Key Milestones and Service Levels and Performance set out in paragraphs 5 and 10 of the Statement of Requirements (“SOR”) outlined in section 2.1 of this Order Form must be delivered to the Customer and Approved by the authorised project lead in accordance with the following acceptance process: The Parties agree that a five-day acceptance process will be followed for the review and acceptance of the applicable deliverable and/or relevant Milestone set out in paragraph 5 of the SOR. Under this acceptance process, the Customer shall have 2 (two) Working Days to review and comment on the applicable deliverable and/or relevant Milestone. The Supplier shall then have 2 (two) Working Days to implement any updates to the relevant applicable and/or relevant Milestone and the Customer shall then have 1 (one) Working Day to approve the final submission of the relevant deliverable and/or applicable Milestone. |
| 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: Within 10 Working Days as per Clause 39.2.1(a) of the Call Off Terms. |

5. PERSONNEL

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| 5.1 | Key Personnel: REDACTED Judicial HR, Judicial Office Precious Nzenwa Jasons, Contract Manager Accenture |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Not Applicable |

6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), and including VAT): REDACTED REDACTED REDACTED |
| 6.2 | Payment terms/profile: (Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) The Call Off Contract Charges are payable monthly in arrears. The Customer shall pay the Supplier within 30 days of the date of a valid invoice. The Supplier must be in receipt of a valid purchase order number (PO Number) before submitting an invoice to the Customer. Invoices must be sent to the Customer at the billing address in section 6.4 of this Order Form, quoting a valid PO Number and contract reference. |
| 6.3 | Reimbursable Expenses: Not Permitted |
| 6.4 | Customer billing address REDACTED 10 th Floor, Thomas More Building Royal Courts of Justice Strand London WC2A 2LL |
| 6.5 | Call Off Contract Charges fixed for the term of this agreement |
| 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)) Not Applied |

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| 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 |
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7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: REDACTED |
| 7.2 | Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); The limits set out in Clause 37.2.1 of the Call Off Terms shall apply. |
| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): Not Applicable. |

8. TERMINATION AND EXIT

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| 8.1 | Termination on material Default (Clause 42.2 of the Call Off Terms): As per the provisions set out in Clause 42.2 of the Call Off Terms. |
| 8.2 | Termination without cause notice period (Clause 42.7 of the Call Off Terms): Thirty (30) Working Days as per Clause 42.7 of the Call Off Terms. |
| 8.3 | Undisputed Sums Limit: A sum equal to one month's average Call Off Contract Charges as per Clause 43.1.1 of the Call Off Terms. |
| 8.4 | Exit Management: Not Applied |

9. SUPPLIER INFORMATION

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| 9.1 | Supplier's inspection of Sites, Customer Property and Customer Assets: Not Applicable |
| 9.2 | Commercially Sensitive Information: The Supplier is aware of the Customer's responsibilities under the Freedom of Information Act (FOI) which may require it to release information to third parties arising from its involvement with the Supplier. Certain information provided by the Supplier may constitute trade secrets and/or commercially sensitive information and may be subject to exemption from disclosure by virtue of s43 of the FOI. While |

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| | decisions on deciding whether this statutory exemption applies is a matter for the Customer, the Supplier would ask that it is notified as soon as possible of any FOI request received by the Customer and that the Customer consults with the Supplier over whether the statutory exemption applies to the information requested. |
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10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not Required |
| 10.3 | Security: Short form security requirements. Please refer to Schedule 7 of the Call Off Terms. |
| 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): Data protection requirements set out in Clauses 35.1 (Security Requirements), 35.2 (Protection of Customer Data) and 35.5 (Protection of Personal Data). |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 102 Petty France, London, SW1H 9AJ REDACTED. Supplier's postal address and email address: ACCENTURE UK LTD, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, REDACTED |
| 10.10 | Transparency Reports Not Applicable |
| 10.11 | Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: No Alternative or Additional Provisions Required. |

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| 10.12 | Call Off Tender: In Schedule 16 (Call Off Tender). |
| 10.13 | Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not Applicable. |
| 10.14 | Staff Transfer Not Applicable. |
| 10.15 | Processing Data The contact details of the Customer Data Protection Officer is: REDACTED The contact details of the Supplier Data Protection Officer is: REDACTED The instructions for processing data as set out in Call Off Schedule 17: Processing are included in this section 10.15. Identity of the controller and processor REDACTED Subject matter of the processing REDACTED Duration of the processing REDACTED Nature and purposes of the processing REDACTED. Type of personal data REDACTED Categories of data subject REDACTED |
| 10.16 | NOT USED |

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 | REDACTED |

For and on behalf of the Customer:

| | |
|----------------|-----------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | REDACTED |