



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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	CS21029
From	The Department for Business, Energy and Industrial Strategy of 1 Victoria Street, London, SW1H 0ET ("CUSTOMER")
To	UCL Consultants Ltd of 97 Tottenham Court Rd, Bloomsbury, London W1T 4TP ("SUPPLIER")

SECTION B**CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date: Wednesday 10 th February 2021
	Expiry Date: End date of Initial Period: Wednesday 31 st March 2021 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

SERVICES

2.1.	Services required: The UK TIMES energy system model has been developed by UCL and BEIS over the last seven years. It is a sophisticated cost-optimisation model of the energy system covering both the supply and demand sides of the economy. It models all greenhouse gases, including land use emissions. It has provided important evidence to underpin government plans to tackle climate change, for example in the Clean Growth Strategy and the net zero target decision and has underpinned scientific publications. There are now plans to develop a UK TIMES (UKTM) v2.0. For the development of UKTM v2.0 (from 10 th February 2021 to 31 st March 2021), UCL will commit to providing:
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	<ol style="list-style-type: none"> 1) Attendance to monthly project management committee meetings (2 hours) – including chairing and minute taking as well as input to the agenda. 2) Ad-hoc meetings/tasks (2 hours a week), for example, answering specific questions related a particular sector or generally around model development such as how to implement certain model constraints. 3) Collaborating on design of the residential sector of UKTM including delivery of a paper outlining the potential improvements that can be made to this sector. This paper should consider modelling new areas that affect decarbonisation policy such as regional elements and cooling in residential buildings. It should also provide proposals for how the model can be simplified while maintaining key insights. 4) Their view on the future model structure including backing spreadsheets with a worked example. This should include an outline on good practice of the structure of data, assumptions, and calculations. This should include a discussion with BEIS on sourcing of data and source libraries and a recommendation should be added to the outline. 5) Updating the UKTM v2.0 Design Strategy using insights from research at UCL and future research needs. 6) Sharing the UKTM v2.0 Design Strategy with the UKTM user group for comment. 7) Attendance at BEIS meetings with sector experts on the residential sector. This includes working with officials working on heat, heat networks, and energy efficiency policy analysis as well as Defra colleagues on Air Quality where required. <p>This service will expire on 31st March 2021.</p> <p>Contents of UK TIMES model:</p> <p>By UK TIMES we mean:</p> <ol style="list-style-type: none"> 1) Collated set of input spreadsheets (handled via the VEDA-FE interface). (N.b. these essentially represent the data, assumptions and structure of the UK Times model.) 2) Off-model analytical spreadsheets on key assumptions, including all sheets used for calculation of these key assumptions. 3) The output data tables (handled via the VEDA-BE interface), including the associated data processing sheets – currently using Excel. 4) The model output runs to date 5) The model documentation
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PROJECT PLAN

3.1.	Project Plan: Not applied
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CONTRACT PERFORMANCE

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

PERSONNEL

5.1	Key Personnel: 
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): As per Clause 28.2 of the Call Off Terms

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): This contract shall not exceed £38,540.00 excluding VAT as per the below breakdown:
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		Grade	Cost/day	Days	Total
		Senior Consultant			£32,390
		Managing Consultant			£6,150
					£38,540
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: Not permitted				
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street London SW1H 0ET ap@uksbs.co.uk				
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Until the expiry of the contract				
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 applicable				
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 £38,540.00 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, 125% of the Call Off Contract Charges
7.3	Insurance (Clause 38.3 of the Call Off Terms): Third Party Public & Products Liability Insurance – not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum

	Professional Indemnity Insurance - not less than five million pounds (£5,000,000) in respect of any one occurrence and in the aggregate per annum
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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 applicable
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 4 of the Call Off Terms): Not required
10.3	Security: Select short form security requirements
10.4	ICT Policy: Not applied
10.5	Testing:

	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): As per 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: The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET professionalservices@uksbs.co.uk Supplier's postal address and email address: UCL Consultants Ltd of 97 Tottenham Court Rd, Bloomsbury, London W1T 4TP [REDACTED]
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): 1 INTELLECTUAL PROPERTY 1.1 For the purposes of this clause the following terms shall have the following meanings: 1.1.1 "Deliverables" : means any outputs whatsoever of the Services (including the production of relevant code and instructions related to and for use of TIMES) and all records, reports, documents, instructions, code, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by SUPPLIER in the provision of the Services PROVIDED THAT the Deliverables shall not include any deliverable produced under any prior agreement between SUPPLIER and CUSTOMER; 1.1.2 "Engagement" : means the engagement of SUPPLIER by CUSTOMER on the terms of this agreement; 1.1.3 "Intellectual Property Rights" : means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names,

	<p>rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;</p> <p>1.1.4 “Personnel”: means any and all persons employed or in any way engaged by SUPPLIER (whether directly or indirectly) to perform any activity related to this Engagement, including SUPPLIER’s staff, employees, workers, consultants, officers, servants, suppliers, agents, volunteers and sub-contractors (including their staff, workers, employees, consultants, officers, servants, suppliers, agents, volunteers) used in the performance of this Engagement and/or the provision of the Services; and</p> <p>1.1.5 “Services”: means the services to be provided by SUPPLIER under and arising from this Engagement.</p> <p>1.2 SUPPLIER warrants to CUSTOMER that:</p> <p>1.2.1 it has obtained from the Personnel a written and valid assignment of all existing and future Intellectual Property Rights embedded in the Deliverables, and all materials embodying such rights, , to the fullest extent permissible by law; and</p> <p>1.2.2 the Personnel have agreed to hold on trust for SUPPLIER any of the rights referred to in this clause in which the legal title has not passed (or will not pass) to SUPPLIER.</p> <p>1.3 SUPPLIER hereby assigns to CUSTOMER all existing and future Intellectual Property Rights embedded in the Deliverables and all materials embodying such rights to the fullest extent permitted by law. To the extent that they do not so vest automatically by operation of law or under this agreement, SUPPLIER holds the legal title in such rights on trust for CUSTOMER.</p> <p>1.4 SUPPLIER undertakes:</p> <p>1.4.1 to notify to CUSTOMER in writing of the full details of all Deliverables promptly on their creation; and</p>
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	<p>1.4.2 not to register nor attempt to register any Intellectual Property Rights in the Deliverables, unless requested to do so by CUSTOMER.</p> <p>1.5 SUPPLIER warrants to CUSTOMER that as far as it is aware the use of the Deliverables or the Intellectual Property Rights in the Deliverables by CUSTOMER will not infringe the rights of any third party.</p> <p>1.6 SUPPLIER agrees to indemnify CUSTOMER and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by CUSTOMER, or for which CUSTOMER may become liable, with respect to any intellectual property infringement claim or other claim relating to the Deliverables supplied by UCLSUPPLIER to CUSTOMER during the course of providing the Services. However SUPPLIER's liability under this indemnity shall be subject to the amount of Call Off Contract Charges set out in this contract (namely £38,540 in the aggregate).</p> <p>1.7 SUPPLIER acknowledges that, except as provided by law, no further remuneration or compensation other than that provided for in this agreement is or may become due to SUPPLIER in respect of the performance of its obligations under this clause.</p> <p>1.8 SUPPLIER undertakes, at the expense of CUSTOMER, at any time either during or after the Engagement, to:</p> <p>1.8.1 execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of CUSTOMER, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of CUSTOMER; and</p> <p>1.8.2 defend CUSTOMER against claims that works embodying Intellectual Property Rights infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Deliverables.</p> <p>SUPPLIER confirms that the Personnel has given written undertakings in the same terms to SUPPLIER.</p> <p>2 LICENCE</p> <p>2.1 Subject always to Clause 1 (above) and vesting of all Intellectual Property Rights in the Deliverables in CUSTOMER, CUSTOMER grants to SUPPLIER a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Deliverables for research purposes and any other purposes whatsoever.</p> <p>2.2 The licence granted in Clause 2.1 shall be without prejudice to the fact that:</p>
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	<p>2.2.1 CUSTOMER shall retain ownership of all Intellectual Property Rights in the Deliverables (and other materials described Clause 1 above) and shall continue to have all relevant rights in respect of the Intellectual Property Rights in the in the Deliverables (and other materials described Clause 1 above);</p> <p>2.2.2 CUSTOMER shall have the entitlement at its absolute discretion to release the Deliverables (and other materials described Clause 1 above) in the public domain (nothing shall entitle SUPPLIER to do this without CUSTOMER' consent); and</p> <p>2.2.3 CUSTOMER may grant other licences in respect of the Deliverables (and other materials described Clause 1 above) to any person and for any purpose whatsoever.</p> <p>3. Publicity</p> <p>Without prejudice to the obligations under Clause 10.13, the Personnel listed in this contract (see clause 5) shall have the right to publish the Deliverables, in accordance with normal academic practice, subject to the prior written consent of CUSTOMER. Such consent shall not be unreasonably withheld, conditioned or delayed.</p>
10.12	<p>Call Off Tender:</p> <p>Not applicable</p>
10.13	<p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>The Supplier shall not use the Customer's name or brand without Approval. Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Supplier Equipment) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> • ensure that neither it nor any of its Affiliates, Sub-Contractors, sub-contractors, employees, agents, servants or representatives embarrass the Customer or other Crown Bodies; • cause, permit, contribute or is in any way connected to material adverse publicity relating to or affecting the Customer, other Crown Bodies and/or the Contract; • or brings the Customer or other Crown Bodies into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer or other Crown Bodies, regardless of whether or not such acts or omissions are related to the Supplier's obligations under the Call Off Contract.
10.14	<p>Staff Transfer</p>

	Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Not applicable

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	17-Mar-2021 09:48 GMT	

For and on behalf of the Customer:

Name and Title		
Signature		
Date		