



Crown
Commercial
Service

**CALL OFF ORDER FORM FOR MANAGEMENT
CONSULTANCY SERVICES**

FOR

**PROVISION OF CONSULTANCY FOR THE FINANCE
FUNCTIONAL LEADERSHIP (FFL) PROGRAMME**

CONTRACT REFERENCE: CCCC19A31

CONTRACT FOR

MINISTRY OF DEFENCE

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 Consultancy for Future Finance Leadership Requirement dated **28th August 2019**.

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.

| | |
|--------------|--|
| Order Number | MOD Contract Reference No: 700006402 |
| From | Ministry of Defence ("CUSTOMER") |
| To | PricewaterhouseCoopers LLP ("SUPPLIER") |
| Date | 28th August 2019 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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|-------------|--|
| 1.1. | Commencement Date: Monday 23 rd September 2019 |
| | Expiry Date: End date of Initial Period: 22 nd September 2022 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A |

2. SERVICES

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| 2.1. | Services required: As per the Statement of Requirements (embedded below) REDACTED |
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Figure 1 - Statement of Requirements

and detailed in the Tasking Order Forms (TOFs) raised by the MOD Demanders.

As part of this SOR, 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 (allowing for the fact that the activity may be evolving) 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. For the avoidance of doubt, Task Order Form (TOF) will only come into effect once signed by the authorised representatives of the customer and supplier

3. PROJECT PLAN

| 3.1. | Project Plan: | | | |
|------|---------------------------------------|---|---|----------------------------------|
| | Mile stone/ Deliv erabl e | Description | What is Required | Timeframe or Delivery Date |
| | 1 | Completion September 19 Progress Report | <p>The report must include, but not limited to:</p> <ul style="list-style-type: none"> • Management Methodology • High level activities undertaken by resource in support of items 1 (support and challenge to the SRO and Programme Director) and 2 (Programme Delivery) • Resource Plan (Current and forward view/allocation to workstream) • Key issues identified with proposed options for remedy for the SRO/PD and or governance board to consider • Interventions – applied or planned • Appropriate RAID information | last working day of each month |
| | 2 | Completion October 19 Progress Report | | |
| | 3 | Completion November 19 Progress Report | | |
| | 4 | Completion December 19 Progress Report | | |
| | 5 | Completion January 20 Progress Report | | |
| | 6 | Completion February 20 Progress Report | | |
| | 7 | Completion March 20 Progress Report | | |
| | 8 | Completion April 20 Progress Report | | |
| | 9 | Completion May 20 Progress Report | | |
| | 10 | Completion June 20 Progress Report | | |
| | 11 | Completion July 20 Progress Report | | |
| | 12 | Completion August 20 Progress Report | | |
| | 13 | Completion September 20 Progress Report | | |

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|--|----|---|--|--|--|
| | 14 | Completion October 20 Progress Report | | | |
| | 15 | Completion November 20 Progress Report | | | |
| | 16 | Completion December 20 Progress Report | | | |
| | 17 | Completion January 21 Progress Report | | | |
| | 18 | Completion February 21 Progress Report | | | |
| | 19 | Completion March 21 Progress Report | | | |
| | 20 | Completion April 21 Progress Report | | | |
| | 21 | Completion May 21 Progress Report | | | |
| | 22 | Completion June 21 Progress Report | | | |
| | 23 | Completion July 21 Progress Report | | | |
| | 24 | Completion August 21 Progress Report | | | |
| | 25 | Completion September 21 Progress Report | | | |
| | 26 | Completion October 21 Progress Report | | | |
| | 27 | Completion November 21 Progress Report | | | |
| | 28 | Completion December 21 Progress Report | | | |
| | 29 | Completion January 22 Progress Report | | | |
| | 30 | Completion February 22 Progress Report | | | |
| | 31 | Completion March 22 Progress Report | | | |

4. CONTRACT PERFORMANCE

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| 4.1. | Standards: In Clause 11 (Standards and Quality) Applied |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: Carried out by DfinStrat in conjunction with the TLBs and HOCS Comrcl |
| 4.5 | Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms |

5. PERSONNEL

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| 5.1 | Key Personnel: <u>Customer</u> – REDACTED <u>Supplier</u> - REDACTED |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied |

6. PAYMENT

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| 6.1 | Call Off Contract Charges (including any applicable discount(s), but excluding VAT): As detailed in the Task Order Form (TOF) in accordance with the contracted Day Rates outlined 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): Payment will be made through the MODs Contract Purchasing and Finance (CP&F) system. Payment will be made through the MOD's Contract Purchasing and Finance (CP&F) system. For Item 1a the Supplier shall invoice the Customer on a monthly basis. For Item 1b and Item 2, invoicing will be as agreed in the relevant Tasking Order Form (TOF). |
| 6.3 | Reimbursable Expenses: Permitted. The base location will be specific to each Task Order Form raised. Daily rates offered will need to be inclusive of T&S to the base location detailed. Travel to any other venues will need to be approved by the Authority prior to any travel arrangements being booked. All resources secured under item 1 of the requirement, will either be based at Abbey Wood North (Bristol) or Main Building London. The supplier should assume travelling to other government establishments will be required. |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): N/A – payments made through CP&F, please quote MOD Contract Reference No: 700006402 on all invoices. |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): |

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| | The life of the Call Off Contract from the Call Off Commencement Date of 23 rd September 2019 to 22 nd September 2022. |
| 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: N/A. |
| 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 |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £9,833,333.00 (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 |

8. 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 |
| 8.5 | Termination by Supplier |

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| | The Supplier may terminate this Call Off Contract immediately by written notice to the Customer in the event that the performance of it may breach a legal or regulatory requirement. |
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9. 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: As per the Contractor's completed DEFFORM 539A at tender return. |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 11 th June 2019 Recital D - date of receipt of Call Off Tender: 28th June 2019 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: Long form security requirements, REDACTED |
| 10.4 | ICT Policy: 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 Not Applicable |
| 10.7 | NOT USED |
| 10.8 | Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Applied |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: REDACTED REDACTED |

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|--|---|---|--|--------------|------------------------------------|---|----------------|--|---|
| | Supplier's postal address and email address: REDACTED REDACTED | | | | | | | | |
| 10.10 | Transparency Reports <i>Not required</i> | | | | | | | | |
| 10.11 | Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: See MOD Defcons and Deforms in 10.16 | | | | | | | | |
| 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 Applied | | | | | | | | |
| 10.14 | Staff Transfer (TUPE – Schedule 10) Given the nature of the services to be provided and the non-application of TUPE to the Services to be provided under this Order Form, Schedule 10 shall not apply to this engagement. | | | | | | | | |
| 10.15 | Processing Data Call Off Schedule 17 (see below) | | | | | | | | |
| <table border="1"> <tr> <td>Contract Reference: MOD Contract Reference No: 700006402</td><td></td></tr> <tr> <td>Date:</td><td>28th August 2019</td></tr> <tr> <td>Description Of Authorised Processing</td><td>Details</td></tr> <tr> <td> Identity of the Data Protection Officers - Customer: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED Supplier: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED </td><td> The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. </td></tr> </table> | | Contract Reference: MOD Contract Reference No: 700006402 | | Date: | 28th August 2019 | Description Of Authorised Processing | Details | Identity of the Data Protection Officers - Customer: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED Supplier: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. |
| Contract Reference: MOD Contract Reference No: 700006402 | | | | | | | | | |
| Date: | 28th August 2019 | | | | | | | | |
| Description Of Authorised Processing | Details | | | | | | | | |
| Identity of the Data Protection Officers - Customer: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED Supplier: Name: REDACTED Email: REDACTED Title: REDACTED Phone: REDACTED | The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement. | | | | | | | | |

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|---------------------------------------|---|--|
| Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities, | |
| Duration of the processing | For the duration of the Framework Contract plus 7 years. | |
| 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 InformationQualifications or Certific 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 | |

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| | | <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 condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual</p> | |
| | Categories of Data Subject | | |
| 10.16 | <p>MOD DEFCONS AND DEFFORMS</p> <p>In addition to the terms and conditions of the CCS Framework Management Consultancy Framework (MCF) 2 RM6008 Lot 3 Complex and Transformational Consultancy Services the following MOD DEFCONS and DEFFORMs will form part of this Contract:</p> <p>DEFCONS:</p> | | |

| DEFCON No | Version | Description |
|--|---------|---|
| DEFCON 76 | 12/06 | Contractor's Personnel at Government Establishments |
| DEFCON 514 | 08/15 | Material Breach |
| DEFCON 522 | 11/17 | Payment and Recovery of Sums Due |
| DEFCON 530 | 12/14 | Dispute Resolution (English Law) |
| DEFCON 531 | 11/14 | Disclosure of Information |
| DEFCON 532B | 05/18 | Protection of Personal Data (this shall only apply where Personal Data is being processed by the Supplier acting as a Processor on behalf of the Authority) |
| DEFCON 656B | 08/16 | Termination for Convenience – Over £5M |
| DEFCON 658 | 10/17 | Cyber |
| DEFFORMs (Ministry of Defence Forms) | | |
| DEFFORM No | Version | Description |
| DEFFORM 532 | 05/18 | Personal Data Particulars (this shall only apply where Personal Data is being processed by the Supplier acting as a Processor on behalf of the Authority) |
| DEFFORM 539A | 08/13 | Tenderer's Commercially Sensitive Information Form – See Annex C to Deform 47 |
| <p>2. The above DEFCONS and DEFFORMS can be obtained by accessing the email address below:</p> <p>https://www.gov.uk/guidance/acquisition-operating-framework</p> <p>3. The Supplier acknowledges that in providing the Provision of Consultancy for the Future Finance Leadership Requirement to the Customer, it may have access to sensitive commercial information belonging to the Customer's suppliers ("Authority Supplier Sensitive Information"). Save to the extent required by law, the Supplier shall not disclose Authority Supplier Sensitive Information to any third party without the prior written consent of the Customer or the owner of the Authority Supplier Sensitive Information.</p> | | |

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| | <p>4. The Supplier shall not "Off Shore" any MOD Personnel's Personal Data (other than business card data) shared with it under the Call Off Contract. For the avoidance of doubt this means that no such MOD Personnel's Personal Data (other than business card data) can be stored, viewed, accessed or transmitted outside the UK.</p> |
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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 | 16 th September 2019 |

For and on behalf of the Customer:

| | |
|----------------|---------------------------------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 17 th September 2019 |