



Crown
Commercial
Service

**Provision of Consultancy for
Air Financial Transformation Programme
TO
Ministry of Defence
From
PricewaterhouseCoopers LLP
Contract Reference: CCCC19A33**

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 Air Financial Transformation Programme dated **25th July 2019** (Contract Signature Date)

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 | To be advised by the Authority |
| From | Ministry of Defence ("CUSTOMER") |
| To | PricewaterhouseCoopers LLP ("SUPPLIER") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Commencement Date: 29 th July 2019 |
| 1.2. | Expiry Date: End date of Initial Period: 28 th October 2019 End date of Extension Period: 28 th January 2020 Minimum written notice to Supplier in respect of extension: 30 days |

2. SERVICES

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| 2.1 | Services required: REDACTED <i>Figure 1 Statement of Requirements</i> |
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3. PROJECT PLAN

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| 3.1. | Project Plan: REDACTED |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: ISO 9001 |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: Not applied |
| 4.4 | Performance Monitoring: Call Off Schedule 2 (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 |

5. PERSONNEL

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| 5.1 | Key Personnel: Customer: REDACTED Supplier: REDACTED |
| 5.2 | Relevant Convictions In Clause 28.2 of the Call Off Terms |

6. PAYMENT

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| 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 the base location are not permitted, but additional expense claims should be authorised by the Authority and in line with the Authority's policy and rates. |
| 6.4 | Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): REDACTED |
| 6.5 | Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): A period of 6 months from the call off commencement date: 29 th July 2019. |
| 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 |

7. LIABILITY AND INSURANCE

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| 7.1 | Estimated Year 1 Call Off Contract Charges: The sum of £335,000.00 (exc 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): |

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| | In Clause 42.7 of the Call Off Terms |
| 8.3 | Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: In Call Off Schedule 9 (Exit Management) |

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: None |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | Recitals (in preamble to the Call Off Terms): Recital A Recital C - date of issue of the Statement of Requirements: 12 th July 2019 Recital D - date of receipt of Call Off Tender: 18 th July 2019 |
| 10.2 | Call Off Guarantee (Clause 4 of the Call Off Terms): Not required |
| 10.3 | Security: Long form security required |
| 10.4 | ICT Policy: Not applied |
| 10.6 | Business Continuity & Disaster Recovery: Not applied Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be Not Applied |
| 10.8 | Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Not Applied |
| 10.9 | Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Ministry of Defence Air Finance Transformation Programme Spitfire Block |

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| | <p>RAF High Wycombe Buckinghamshire HP14 4UE</p> <p>REDACTED</p> <p>Supplier's postal address and email address:</p> <p>PricewaterhouseCoopers LLP 7 More London Riverside, London, SE1 2RT</p> <p>REDACTED</p> |
| 10.10 | <p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p> |
| 10.11 | <p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Clause 60 shall apply. Refer to DEFCON's and DEFORM's.</p> |
| 10.12 | <p>Call Off Tender:</p> <p>In Schedule 15 (Call Off Tender)</p> |
| 10.13 | <p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</p> <p>Use of MOD IT Systems only for storage of data</p> <p>Permission must be sought to re-produce/share any documents produced as part of programme deliverables</p> |
| 10.14 | <p>Staff Transfer</p> <p>Not Applicable</p> |
| 10.15 | <p>Processing Data</p> <p>Call Off Schedule 17</p> |
| 10.16 | <p>DEFCONs and DEFFORMs</p> <p>DEFCON 76 Contractor's Personnel At Government Establishments [36KB PDF]</p> <p>DEFCON 90 Copyright [15KB PDF]</p> <p>DEFCON 127 Price Fixing Condition For Contracts Of Lesser Value [21KB PDF]</p> <p>DEFCON 501 Definitions And Interpretations [26KB PDF]</p> <p>DEFCON 514 Material Breach [16KB PDF]</p> <p>DEFCON 520 Corrupt Gifts And Payments Of Commission [56KB PDF]</p> <p>DEFCON 522 Payment and Recovery of Sums Due [50KB PDF]</p> <p>DEFCON 529 Law (English) [11KB PDF]</p> <p>DEFCON 531 Disclosure Of Information [26KB PDF]</p> |

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| DEFCON 538 Severability [11KB PDF] |
| DEFCON 566 Change Of Control Of Contractor [36KB PDF] |
| DEFCON 604 Progress Reports [12KB PDF] |
| DEFCON 609 Contractor's Records [19KB PDF] |
| DEFCON 625 Co-Operation On Expiry Of Contract [11KB PDF] |
| DEFCON 642 Progress Meetings [16KB PDF] |
| DEFCON 647 Financial Management Information [12KB PDF] and Financial Management Information Annex A and B [147KB XLS] |
| DEFCON 656A Termination for Convenience – Under £5M [16KB PDF] |
| DEFCON 658 Cyber [65KB PDF] |
| DEFCON 660 Official-Sensitive Security Requirements [19KB PDF] |
| DEFCON 681 Decoupling Clause - Subcontracting With The Crown [11KB PDF] |
| DEFCON 703 Intellectual Property Rights - Vesting In The Authority [25KB PDF] |

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| Contract Reference: | CCCC19A33 | |
| Date: | 25th July 2019 | |
| Description Of Authorised Processing | Details | |
| Identity of the Controller and Processor 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. | |
| 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 | |

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| | <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure InformationQualifications or Certific</p> <p>Nationality</p> <p>Education & training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <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> | | |
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| | Details of physical and psychological health condition Next of kin & emergency contact details Record of absence, time tracking & annual | | |
| Categories of Data Subject | | | |

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 | 26 th July 2019 |

For and on behalf of the Customer:

| | |
|----------------|----------|
| Name and Title | REDACTED |
| Signature | REDACTED |
| Date | 2/8/19 |