

**Provision of Consultancy for Transition, Technology and Operations**

**TO**

**Gambling Commission From**

**Ernst & Young LLP**

**Contract Reference: CCCC20A15**

Management Consultancy Framework Two (MCF2) - RM6008 Framework Schedule 4 – Call Off Order Form

Attachment 5a

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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 Transition, Technology and Operations dated 4th 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 Call Off Order Form and the Call Off Terms.

|  |  |
| --- | --- |
| Order Number | **To be advised by Contracting Authority post award** |
| From | **Gambling Commission ("CUSTOMER")** |
| To | **Ernst & Young LLP**  **("SUPPLIER")** |
| Date | **7th September 2020 ("DATE")** |

SECTION B

CALL OFF CONTRACT PERIOD

|  |  |
| --- | --- |
| **1.1.** | **Commencement Date**: 3rd August 2020 |
| **1.2.** | **Expiry Date**:  End date of Initial Period: 2nd August 2023  End date of First Extension Period: 2nd August 2024 End date of Second Extension Period: 2nd August 2025  Minimum written notice to Supplier in respect of extension: 1 month |

SERVICES

|  |  |
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| **2.1**  **.** | **Services Required:**  As per CCCC20A15- Attachment 3 - Statement of Requirements V1.0 issued in the Bid Pack. |



**PROJECT PLAN**

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| **3.1.** | **Project Plan**:  In Call Off Schedule 4 (Project Plan)  The Project Plan, in response to an instruction from the Customer shall be provided to the Customer by the Supplier as a draft for Approval with 5 Working Days unless otherwise agreed. The format shall be agreed with the Customer in advance of the draft being submitted for approval. |

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 |

PERSONNEL

|  |  |
| --- | --- |
| **5.1** | **Key Personnel**:  Customer- **Redacted**  Supplier- **Redacted** |
| **5.2** | **Relevant Convictions** (Clause 28.2 of the Call Off Terms):  Not Applied |

PAYMENT

|  |  |  |
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| **6.1** | **Call Off Contract Charges** (including any applicable discount(s), but excluding VAT):  The agreed daily rates are as per the pricing schedule submitted in the tender response:  **Redacted** | |
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| **6.2** | **Payment terms/profile**  In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  Payments to the Supplier will be within 30 calendar days from receipt of a valid invoice. All invoices must include a valid Purchase Order Reference alongside references to any agreed work packages or statements of work.  The Supplier will ensure that paragraph 30.3 of the Call Off Terms is implemented across all subcontracts required to deliver any agreed work packages or statements of work and that payment to Sub-Contractor’s is not dependent on the Supplier first being paid by the Gambling Commission.  Any agreed expenses shall be billed on a separate invoice on a monthly basis. |
| **6.3** | **Reimbursable Expenses**:  Expenses will only be permitted where Supplier Personnel carrying out agreed deliverables are required to travel outside of their allocated work base: the customer’s offices in London or Birmingham. Any expenses incurred must comply with the Gambling Commission Expenses Policy. |
| **6.4** | **Customer billing address** (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  Invoices should be submitted to: Accounts Payable [apayable@gamblingcommission.gov.uk](mailto:apayable@gamblingcommission.gov.uk) |
| **6.5** | **Call Off Contract Charges fixed for** (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):  For the term of the Call Off Contract from the Call Off Commencement Date |
| **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 |

LIABILITY AND INSURANCE

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| **7.1** | **Estimated Year 1 Call Off Contract Charges**:  The sum of up to £1,296,000.00 (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): The Supplier will hold the following;   * Professional Indemnity - £2m * Employers Liability - £2m * Public Liability- £2m |

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 of the Call Off Terms |
| **8.3** | **Undisputed Sums Limit**:  Which ever is greater at the point of the undisputed sum being referenced:   * 10% of the estimated Year 1 Call Off Contract Charges under para 7.1 of this Order Form * “an amount equal to one month’s average Call Off Contract Charges” as referenced in Clause 43.1.1 in the Call Off Terms |
| **8.4** | **Exit Management:**  Not applied |

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**: |

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|  | Not Applied |

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: 27th April 2020 Recital D - date of receipt of Call Off Tender: 28th May 2020 |
| **10.2** | **Call Off Guarantee (Clause 4 of the Call Off Terms):**  Not required |
| **10.3** | **Security**:  Short form security requirements  **AND**  Organisational Information Management Policy |
| **10.4** | **ICT Policy:**  To be provided by the Customer before the Commencement Date, with Supplier staff to complete the Gambling Commission’s IT induction. |
| **10.6** | **Business Continuity & Disaster Recovery**:  Not Applied |
| **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:   * Fourth National Lottery Competition Programme, Victoria Square House, Victoria Square, Birmingham B2 4BP   [**Redacted**](mailto:awilson@gamblingcommission.gov.uk)  Supplier’s postal address and email address:   * Ernst & Young LLP, 1 More London Place, London, SE1 2AF.   [**Redacted**](mailto:cdobson@uk.ey.com) |
|  | **Transparency Reports**  In Call Off Schedule 13 (Transparency Reports) |
| **10.11** | **Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:**  REDACTED |

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|  | TUPE provision  Call Off Schedule 10 and Parts A and B shall be deleted. |
| **10.12** | **Call Off Tender**:  In Schedule 15 (Call Off Tender) |
| **10.13** | **Publicity and Branding (Clause 36.3.2 of the Call Off Terms)**  Obligation on Supplier to issue internal communication (e.g. emails, HR policies etc) about need to act with integrity and caution when working with government clients.  AND  All Supplier staff must complete a conflict of interest declaration prior to onboarding with appropriate steps implemented to address a material or perceived conflict of interest to preserve the reputation of the Gambling Commission and Fourth National Lottery Competition. |
| **10.14** | **Staff Transfer**  Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). |
| **10.15** | **Processing Data**  Call Off Schedule 17  Customer Data Protection Officer:   * **Redacted** * Victoria Square House, Victoria Square, Birmingham B2 4BP   Supplier Data Protection Officer:   * **Redacted** * 1 More London Place, London, United Kingdom SE1 2AF |
| **10.16** | **DEFCONs and DEFFORMs** |

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|  | | Not Applied | | |
| **10.17** | | **NON-COMPETE and CONFLICT OF INTEREST**  To ensure compliance with Clause 41 (Conflicts of Interest) of the Framework Agreement and in order to protect the legitimate aims of the Buyer, the Seller covenants with the Buyer that it shall not engage, contract with, or provide services to any participant, bidder, or party that is actively involved in The Fourth National Lottery Licence Competition (other than the Buyer). The Seller shall be bound by this covenant until either the termination of this Call-Off Contract or until The Fourth National Lottery Licence has been awarded, whichever is the later. | | |
|  | | | | |
|  | **Contract Reference:** | | **CCCC20A15** |  |
|  | **Date:** | | **27th July 2020** |  |
|  | **Description Of Authorised Processing** | | In line with the activities required to effectively deliver the Services provided that all information is handled only on the Customer’s IT network using equipment authroised for use on the network by the Customer.  Customer Data may only be handled outside of the Customer IT Network where prior authorisation has been sought and granted by the Customer Data Protection Officer. |  |
|  | Identity of the Controller and Processor | | 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 |  |

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| --- |
| 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 |
| Start date |
| End date & reason for termination |
| Contract type |
| Compensation data |
| Photographic Facial Image |
| Biometric data |
| Birth certificates |

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| --- | --- | --- | --- | --- |
|  |  | IP Address |  |  |
| Details of physical and psychological healt condition |
| Next of kin & emergency contact details |
| Record of absence, time tracking & annual |
|  | Categories of Data Subject |  |  |  |

h or medical

leave

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 |  |
| Date |  |

For and on behalf of the Customer:

|  |  |
| --- | --- |
| Name and Title | **Redacted** |
| Signature |  |
| Date |  |