



**Crown  
Commercial  
Service**

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**Call Off Order Form and Call Off Terms for the  
Management Consultancy Framework Agreement**

**RM3745**

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**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 Management Consultancy Services – Lot 2: Finance dated 4 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	prj_2537
From	Ministry of Justice ("CUSTOMER")
To	Veracity OSI UK Ltd ("SUPPLIER")

### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 1 June 2018
1.2.	<b>Expiry Date:</b> End date of Initial Period 30 September 2018 End date of Extension Period 30 November 2018 Minimum written notice to Supplier in respect of extension: 10 working days

#### 2. SERVICES

2.1	<b>Services required:</b> In Call Off Schedule 2 (Services)
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#### 3. PROJECT PLAN

3.1.	<b>Project Plan:</b> Not applied
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> In Clause 11
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

**5. PERSONNEL**

<b>5.1</b>	<b>Key Personnel:</b> 
<b>5.2</b>	<b>Relevant Convictions (Clause 28.2 of the Call Off Terms):</b> Not applied

**6. PAYMENT**

<b>6.1</b>	<b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b> In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.2</b>	<b>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</b> In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Not permitted
<b>6.4</b>	<b>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</b> 

<b>6.5</b>	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 0.33 Call Off Contract Years from the Call Off Commencement Date
<b>6.6</b>	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: 1 June of each Call Off Contract Year during the Call off Contract Period
<b>6.7</b>	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of [REDACTED]
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): <ul style="list-style-type: none"> <li>- professional indemnity insurance with a minimum limit of indemnity of £10,000,000 for each individual claim;</li> <li>- employers' liability insurance with a minimum limit of £10,000,000.</li> </ul>

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7.1 shall be amended to twenty (20) Working Days
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management)

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not required
<b>9.2</b>	<b>Commercially Sensitive Information:</b> Not required

**10. OTHER CALL OFF REQUIREMENTS**

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> Not required
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</b> In line with clause 35.2 of the Call Off Terms
<b>10.9</b>	<p><b>Notices (Clause 56.6 of the Call Off Terms):</b></p> <p>Customer's postal address and email address:</p> <div style="background-color: black; width: 400px; height: 100px; margin: 5px 0;"></div> <p>Supplier's postal address and email address:</p> <div style="background-color: black; width: 300px; height: 120px; margin: 5px 0;"></div>

<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports) Not required
<b>10.11</b>	<b>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):</b> Not required
<b>10.12</b>	<b>Call Off Tender:</b> Not required
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3 of the Call Off Terms

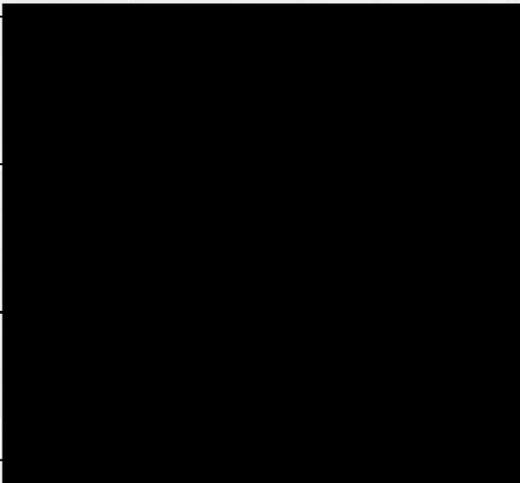
**FORMATION OF CALL OFF CONTRACT**

**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.**

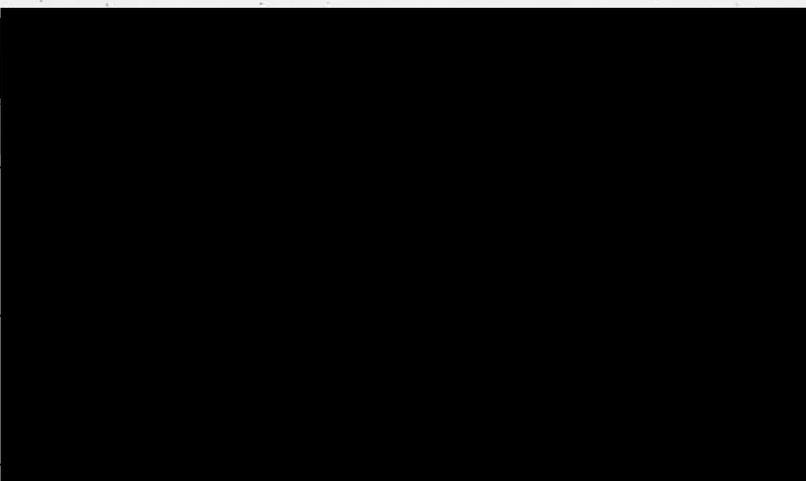
**The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.**

**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		

**For and on behalf of the Customer:**

Name and Title		
Signature		
Date		