



Crown  
Commercial  
Service

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**Call Off Order Form for Management Consultancy  
Framework Agreement RM6008**

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**Provision of Consultancy for the Assurance of a  
Value Testing Review**

**Contract Reference CCCC19A59**

## 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 Management Consultancy Services dated 4<sup>th</sup> September 2018. This Call Off Order Form relates to the Provision of Consultancy for the Assurance for a Value Testing Review.

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	To be confirmed post contract award
From	<b>Ministry of Defence</b> ("CUSTOMER")
To	<b>Pricewaterhouse Coopers LLP</b> ("SUPPLIER")
Date	4 <sup>th</sup> October 2019 ("DATE")

##### SECTION B

#### 1. CALL OFF CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> 7 <sup>th</sup> October 2019
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 6 <sup>th</sup> October 2020

#### 2. SERVICES

2.1	<b>Services required:</b>  In Call Off Schedule 2 (Services)  See Statement of Requirements in Appendix A and the Suppliers response in Section 10.12 of this Call Off Order Form, "ITT Response_Question 6.1 - TECHNICAL – EXPERIENCE OF MARKET TESTING OUTPUT ANALYSIS .pdf"
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#### 3. PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b>  In Call Off Schedule 4 (Project Plan)  See Section 7 of the Statement of Requirements in Appendix A
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#### 4. CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b>  In Clause 11 of the Call Off Terms  See Section 11 of the Statement of Requirements in Appendix A
<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>  See Section 14 of the Statement of Requirements in Appendix A
<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>  <u>Customer</u> Redacted  <u>Supplier</u> Redacted
<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</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) Redacted
<b>6.2</b>	<b>Payment terms/profile</b> (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)
<b>6.3</b>	<b>Reimbursable Expenses:</b> Permitted  The base location of the services will be carried out at Defence Academy of the UK, Redacted Expenses for any other location will be paid in line with the Authority's expenses policy.
<b>6.4</b>	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
<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)): For the full term of the Contract
<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: Not applied
<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 £200,000.00 exc. VAT
<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 of Terms
<b>7.3</b>	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call of Terms. No additional insurances are required.

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms):
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	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 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<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> Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  The following information shall be deemed Commercially Sensitive Information: <ul style="list-style-type: none"> <li>any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the Supplier including the CVs of the Staff engaged in the provision of the Services;</li> <li>any information falling within the definition of "Supplier's Confidential Information."</li> </ul> <p>The duration for which such information shall be confidential is indefinite. If the Authority receives a request under freedom of information legislation to disclose any information the Supplier provided to the Authority, the Authority will consult with the Supplier promptly before any disclosure.</p>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Statement of Requirements: 2 <sup>nd</sup> September 2019 Recital D - date of receipt of Call Off Tender: 13 <sup>th</sup> September 2019
<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> Short form security requirements
<b>10.4</b>	<b>ICT Policy:</b>

	Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied  <b>Disaster Period:</b> For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be N/A
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Redacted Supplier’s postal address and email address: Redacted
<b>10.10</b>	<b>Transparency Reports</b> Not Applied
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Sections 10.15 and 10.16 of this Call Off Order Form shall apply
<b>10.12</b>	<b>Call Off Tender:</b> Redacted
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applied
<b>10.14</b>	<b>Staff Transfer</b> Not applicable.
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17

<b>Contract Reference:</b>	<b>CCCC19A59</b>
<b>Date:</b>	<b>7<sup>th</sup> October 2019</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor Customer Data Protection Officer Redacted  Supplier –	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.

Name: to be confirmed on contract award Email: to be confirmed on contract award	
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	For the exchange of information between the parties to this contract
Type of Personal Data	<p>Compensation</p> <p>Tenure Information Qualifications or Certifications</p> <p>Nationality</p> <p>Education &amp; 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 &amp; 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 or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
Categories of Data Subject	<p>Contractors</p> <p>Service Providers</p> <p>Suppliers</p>

**10.16 MOD DEFCONs and DEFFORM**

Call Off Schedule 15

**The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:**

DEFCON No	Version	Description
DEFCON 005J	Edition 11/16	Unique Identifiers
DEFCON 076	Edition 12/06	Contractor's Personnel at Government Locations
DEFCON 129J	Edition 11/16	The Use of the Electronic Business Delivery Form
DEFCON 501	Edition 11/17	Definitions and Interpretations
DEFCON 502	Edition 05/17	Specifications Changes
DEFCON 503	Edition 12/14	Formal Amendments to Contract
DEFCON 507	Edition 10/18	Delivery
DEFCON 513	Edition 11/16	Value Added Tax
DEFCON 514	Edition 08/15	Material Breach
DEFCON 515	Edition 02/17	Bankruptcy and Insolvency
DEFCON 516	Edition 04/12	Equality
DEFCON 517	Edition 02/17	Transfer
DEFCON 520	Edition 05/18	Corrupt Gifts and Payment of Commission
DEFCON 522	Edition 11/17	Payment and Recovery of Sums Due
DEFCON 526	Edition 08/02	Notices
DEFCON 527	Edition 09/97	Waiver
DEFCON 531	Edition 11/14	Disclosure of Information
DEFCON 532B	Edition 05/18	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

		Note: No personal data is being processed by the Contractor
DEFCON 537	Edition 06/02	Rights of Third Parties
DEFCON 538	Edition 06/02	Severability
DEFCON 550	Edition 02/14	Child Labour and Employment Law
DEFCON 566	Edition 12/18	Change of Control of Contractor
DEFCON 609	Edition 08/18	Contractor's Records
DEFCON 620	Edition 05/17	Contract Change Control Procedure
DEFCON 632	Edition 08/12	Third Party Intellectual Property – Rights and Restrictions
DEFCON 658	Edition 10/17	Cyber – Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138
DEFCON 703	Edition 08/13	Intellectual Property Rights – Vesting in the Authority

## 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	10/10/19

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	11/10/19