



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

GLA 81418

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the RM3745 Framework Agreement, for the delivery of Tax Advisory and Other Related Services during the period of **4th March 2020 to 3rd March 2023** with the option to extend twice for 12 months per extension.

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.

From	London Legacy Development Corporation (“LLDC”, Customer)
To	Deloitte LLP (“Deloitte”, Supplier)

SECTION B

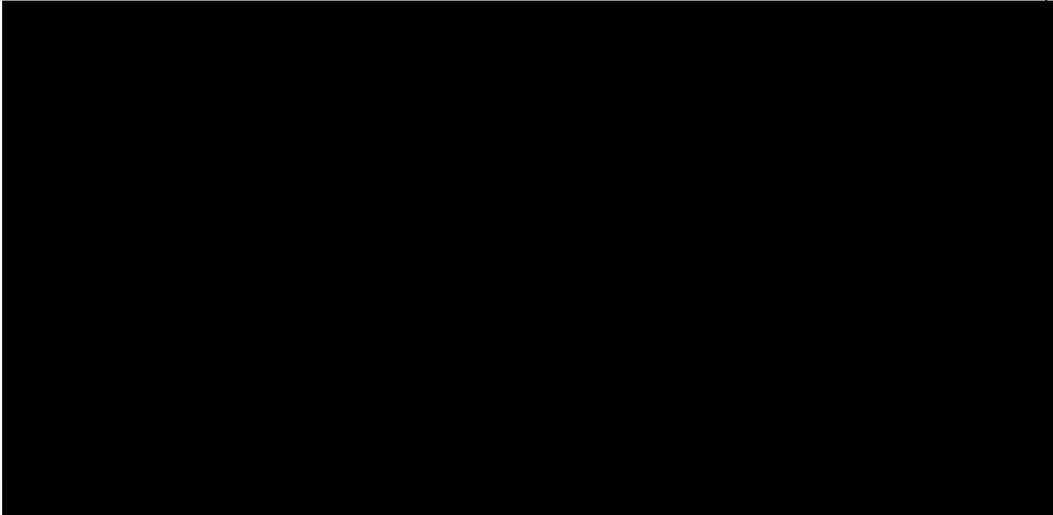
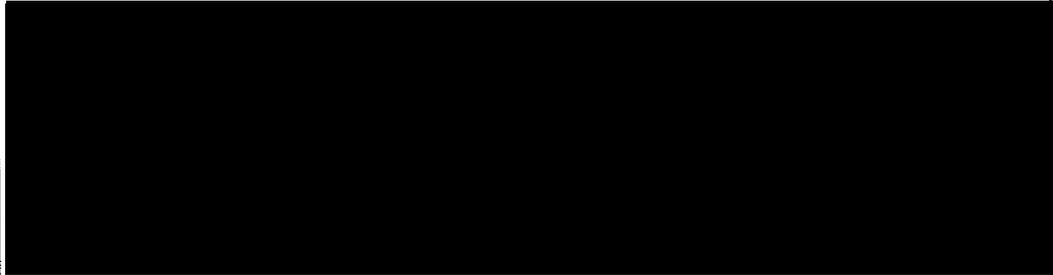
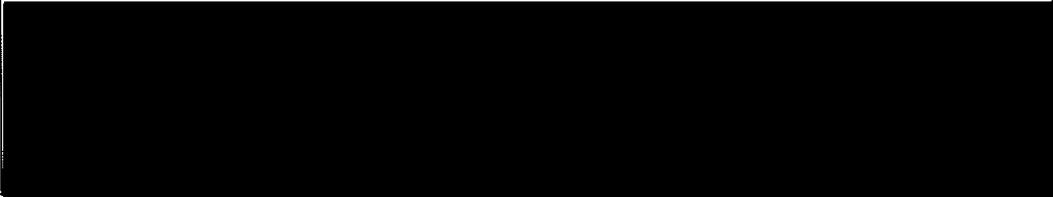
CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 4 March 2020]
	Expiry Date: End date of Initial Period 3 March 2023 End date of Extension Period 3 March 2025] Minimum written notice to Supplier in respect of extension: 1 calendar month.

SERVICES

2.1.	<p>Services required:</p> <p><u>Scope</u></p> <ul style="list-style-type: none">• Review and support (as required) on VAT returns.• Advice in respect of VAT issues relating to specific matters (e.g. relating to proposed or existing commercial arrangements).• Provide corporation tax advice relating to specific matters (e.g. relating to proposed or existing commercial arrangements) and support on annual tax computations and returns.• Advise on capital allowances (where relevant).• Attend tax review meetings (as required) with senior finance staff, including preparation of agendas, summary notes and action lists.• Provide ad-hoc advice on arising issues, including “help-desk” support (during normal office hours on working days) for routine queries.• Provide regular updates on changes in tax legislation and regulatory tax framework, including HMRC policy• Interfacing with LLDC’s tax legal advisors and the wider GLA family’s tax advisors as required.• Advise on other tax matters, including stamp duty land tax, employment tax and Construction Industry Scheme as required.• If applicable, organise and see-through to satisfactory completion the handover of Tax advisory and other relevant services from the LLDC’s incumbents within 2 to 3 weeks from the start date of the contract. <p><u>Supplier’s Performance Management</u></p> <p>LLDC will review the Supplier’s performance throughout the life of the contract based on outputs delivered. Review meetings between the Customer and Supplier will take place as and when required.</p> <p>Lessons-learned may be agreed and recorded for future reference or escalation to the Supplier’s Senior Key Personnel where necessary such as for recurrent or salient poor performance. If escalation is necessary, the Supplier will be expected to put in place immediate remedies, at its own cost and within 1 to 2 Working Days, to ensure deliverables are met as required.</p> <p>LLDC methodologies, policies and ways-of-working will be shared with the Supplier as necessary to ensure a consistent service delivery.</p>
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PROJECT PLAN

<p>3.1.</p>	<p>Project Plan:</p> <p>The Supplier's approach to delivery on projects, regardless of size and complexity, will be based on the following approach:</p> <ul style="list-style-type: none">• Phase 1 – Initial response and clarification• Phase 2 – Agreeing scope of work and timelines• Phase 3 – Analysis and delivery• Phase 4 – Follow-up, feedback and project close <p>Phase 1 - Initial response and clarification</p>  <p>Phase 2 - Agreeing scope of work and timelines</p>  <p>Phase 3 - Analysis and delivery</p> 
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	<p>Phase 4 - Follow-up, feedback and project close</p>

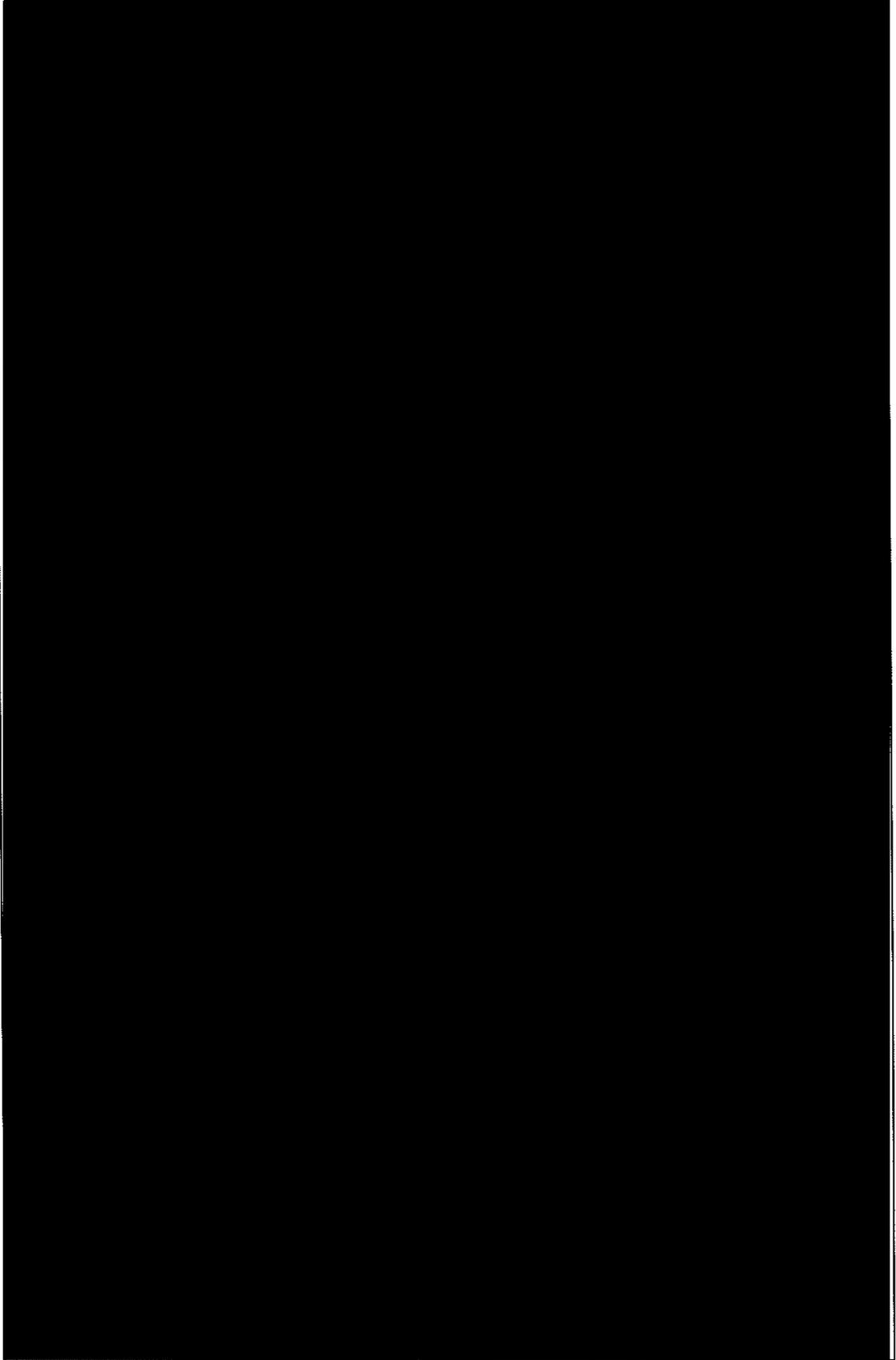
CONTRACT PERFORMANCE

4.1.	<p>Standards: Institute of Chartered Accountants in England and Wales (the "ICAEW").</p>
4.2	<p>Service Levels/Service Credits: Not applied</p>
4.3	<p>Critical Service Level Failure: Not applied</p>
4.4	<p>Performance Monitoring: As detailed in section 2.1</p>
4.5	<p>Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms, 10 (ten) working days.</p>

PERSONNEL

5.1

Key Personnel:



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5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None existing/declared.

PAYMENT

6.1	Call Off Contract Charges Table 1 – Schedule of Rates <table border="1" data-bbox="352 1568 1460 1780"> <thead> <tr> <th data-bbox="352 1568 901 1608">Grade</th> <th data-bbox="901 1568 1460 1608">Day Rate (£)</th> </tr> </thead> <tbody> <tr> <td data-bbox="352 1608 1069 1646" style="background-color: black;"></td> <td data-bbox="1069 1608 1460 1646"></td> </tr> <tr> <td data-bbox="352 1646 1069 1684" style="background-color: black;"></td> <td data-bbox="1069 1646 1460 1684"></td> </tr> <tr> <td data-bbox="352 1684 1069 1722" style="background-color: black;"></td> <td data-bbox="1069 1684 1460 1722"></td> </tr> <tr> <td data-bbox="352 1722 1069 1760" style="background-color: black;"></td> <td data-bbox="1069 1722 1460 1760"></td> </tr> </tbody> </table>	Grade	Day Rate (£)								
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Table 2 – Indicative Prices for Deliverables

The prices shown in Table 2 below are indicative. Final prices will be agreed between the Customer and Supplier prior to any work being undertaken by the Supplier.

Area	Item Description/Deliverable	Indicative Price
VAT		
Corp Tax		
Other Taxes		
General		

6.2	<p>Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>Payment by BACS upon receipt of a valid invoice quoting the relevant purchase order number(s) provided by LLDC to the Supplier.</p> <p>Payment upon the satisfactory completion and delivery of services within agreed deadlines.</p>
6.3	<p>Reimbursable Expenses:</p> <p>Not permitted.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract</p>

	<p>Charges, Payment and Invoicing):</p> <p>London Legacy Development Corporation Level 10, 1 Stratford Place, Montfichet Road [REDACTED]</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call-Off Contract</p>
6.6	<p>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:</p> <p>The last month of each Call Off Contract Year during the Call off Contract Period.</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not applicable</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>Estimate of [REDACTED] exc VAT is indicative only and not a minimum guarantee.</p>
7.2	<p>Supplier's limitation of Liability (Clause 37 of the Call Off Terms);</p> <p>[REDACTED]</p>
7.3	<p>Insurance (Clause 38.3 of the Call Off Terms):</p> <p>As per Clause 38.</p>

TERMINATION AND EXIT

8.1	<p>Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):</p> <p>In Clause 42.2.1(c) of the Call Off Terms.</p>
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8.2	Termination without cause notice period (Clause 42.7.1 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: In Call Off Schedule 9 (Exit Management).

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable.
9.2	Commercially Sensitive Information: In reference to the Reserved Information appendix of the Suppliers bid document, LLDC agrees that Supplier information such as: <ul style="list-style-type: none"> • personal information (CV's, contact details etc.), • pricing, • details of the Supplier's cost base, • insurance arrangements, • Supplier's IPR (including methodologies) may be commercially sensitive/confidential and may be potentially exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). The Customer (LLDC) will notify the Supplier of a request to disclose such information prior to making any disclosure, so that he Supplier can consult with LLDC the applicability of the FOIA exemptions relating to this information. With regards to the Government's Transparency Agenda, in accordance with guidance issued by GPS and the Code of Practice for FOIA, the Supplier and Customer will consult together the redaction of certain parts of the contract, including those areas identified above. Any enquiries to the Supplier about what may be commercially sensitive shall be directed to Helen Thompson on 020 7007 3713.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recitals B to E.
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	<ul style="list-style-type: none"> • Date of issue of the Statement of Requirements: 3 September 2019 • Date of receipt of the Call Off Tender: 30 September 2019
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Short form security requirements.
10.4	ICT Policy: To be provided by the Customer before the Commencement Date if required.
10.5	Testing: Not applicable
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 5 working days .
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Data must be exchanged via secure channels, including email. The mode of communication will be agreed at inception of each Service deliverable.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address:  Supplier's postal address and email address: 
10.10	Transparency Reports n/a
10.11	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):								
10.12	Call Off Tender: Not applicable.								
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)								
10.14	Staff Transfer Not applicable.								
10.15	Processing Data N/A								
	<ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: Enquiries to be directed to the LLDC's Senior Information Manager. 2. The contact details of the Suppliers Data Protection Officer is:  3. The Processor shall comply with any further written instructions with respect to processing by the Controller. 4. Any such further instructions shall be incorporated into this Schedule. <table border="1" data-bbox="288 1400 1339 1984"> <tr> <td>Contract Reference:</td> <td>GLA 81418</td> </tr> <tr> <td>Date:</td> <td>[tba]</td> </tr> <tr> <td>Description Of Authorised Processing</td> <td>Details</td> </tr> <tr> <td>Identity of the Controller and Processor</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:	GLA 81418	Date:	[tba]	Description Of Authorised Processing	Details	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.
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Date:	[tba]								
Description Of Authorised Processing	Details								
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 Award plus 7 years.
	Nature and purposes of the processing	For the purposes of the Service delivery as detailed in the points 2.1 and 3.1 of this Call Off Form.
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</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> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>						
	Categories of Data Subject	Financial; operational; personal data.						
10.16	MOD DEFCONs and DEFFORM							
	Not applicable							
The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:								
DEFCONs								
<table border="1"> <thead> <tr> <th>DEFCON No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			DEFCON No	Version	Description			
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11	Additional Provisions to the Terms & Conditions							
	<p>ISO 27001 Certification: The Supplier has achieved ISO 27001 certification for the Information Security Management System ("ISMS") relating to the common processes used to handle process and store a client's confidential information in order for the Supplier to carry out its client engagements. Client confidential information specifically refers to (hard copy and electronic) confidential information</p>							

received from clients or third parties in connection with the performance of engagements including working papers and deliverables generated from this information.

The scope of the ISMS is limited to the operations of the Supplier and its subsidiaries in the UK, and the Crown Dependencies of Jersey, Guernsey and Isle of Man (General Partnership). This is in accordance with the Statement of Applicability version 4.0 dated 8 March 2013. Certificate No: IS 554408

11.1. Disclosure to Tax Authorities and Confidentiality of Tax Planning Advice

- 1.1 The Supplier is obliged to notify the UK tax authorities of certain types of arrangement which might secure a fiscal advantage and of proposals to implement such arrangements. The decision to make such a notification, its timing and content, is a matter that the Supplier reserves entirely to its sole discretion. However, the Supplier will inform the Customer if they propose to make, or has made, any such notification that the Supplier believes may be relevant to the services. The Customer may also have obligations under the same legislation to give notification of such arrangements. Where there are other current or future laws or regulations in any jurisdiction that require disclosure of the Customer's advice, the Supplier will also comply with those disclosure requirements.
- 1.2 In respect of any notification under paragraph 1.1, or to the extent that any confidentiality language in the Call Off Order form ("COO") and/or Call Off Terms ("COTs") result in an obligation to notify arrangements, such confidentiality language shall not apply in respect of any relevant scheme or arrangement. For the avoidance of doubt, this paragraph and paragraph 1.1 specifically apply in respect of compliance with Parts 2 and 7 of the Finance Act 2004 and associated regulations, regulations promulgated under the Social Security Administration Act 1992 and Sections 6011 and 6111 of the US Internal Revenue Code and related Internal Revenue Service guidance. Nothing in this Contract restricts the Customer or any other intended beneficiary from disclosing any deliverables or other advice to HM Revenue & Customs or any other competent taxation authority.
- 1.3 Notwithstanding paragraphs 1.1 to 1.2, the deliverables and other advice are only intended for the benefit of the Customer. The mere receipt of the deliverables and other advice by any other persons is not intended to create any duty of care, professional relationship or any present or future liability between those persons and the Supplier. As a consequence, if copies of the deliverables or other advice (or any information derived therefrom) are provided to others under the above exclusions, it is on the basis that the Supplier owes no duty of care or liability to them, or any other persons who

	<p>subsequently receive the same.</p> <p>1.4 The Supplier will not be liable for any Losses arising by reason of their making (or not making) a notification under the 'Disclosure to Tax Authorities and Confidentiality of Tax Planning Advice' paragraph above or arising from the disclosure of Tax Planning Advice to any person other than the Customer or the intended beneficiary of such advice.</p>
	<p>11.2 Destruction of Working Papers</p> <p>The Supplier's internal controls and regulatory requirements dictate that they record and retain hard and soft copies of their working papers and reports, as appropriate.</p>
	<p>11.3 Investigating Complaints</p> <p>The Supplier will investigate all complaints. The Customer has the right to take any complaint up with the Institute of Chartered Accountants in England and Wales (the "ICAEW"). The Customer may obtain an explanation of the mechanisms that operate in respect of a complaint to the ICAEW at www.icaew.co.uk or by writing to the ICAEW. To contact the ICAEW write to The Professional Standards Office, Level 1, Metropolitan House, 321 Avebury Boulevard, Milton Keynes MK9 2FZ.</p>
	<p>11.4 Legal and Other Obligations</p> <p>Nothing in the COO/COTs precludes the Supplier from taking such steps as are necessary in order to comply with any legal or regulatory requirement, including different laws and regulations related to client confidentiality and conflicts of interest, which may apply in respect of Services performed under the COO/COTs outside the United Kingdom, or any professional or ethical rules of any relevant professional body of which The Supplier or other Supplier Entity is, at the time, a member. In particular, the Supplier will give the Customer authority to correct errors made by the tax authorities.</p>
	<p>11.5 Post Date Events</p> <p>The advice will be based on the information provided to the Supplier, the circumstances existing at the time of preparation of the advice and the Supplier's understanding of the relevant legislation, case law and practice as at the time of issue of the advice. Any subsequent changes in such information, circumstances and law and practice may therefore affect the Supplier's conclusions. The Supplier has no responsibility either (i) to update any advice for events or changes occurring after delivery of the Deliverables in their final form, or (ii) to monitor the continuing relevance or suitability of the advice for the purposes for which it was supplied.</p>
	<p>11.6 GDPR</p> <p>In respect of the Tax Services to be provided by the Supplier, the parties acknowledge and agree that the Customer and Supplier are each a Controller.</p>
	<p>11.7 Assumptions</p>

The understanding of the Customer's responsibilities and the Supplier's assumptions is as captured below:

The Supplier's proposal is true and accurate to the best of its knowledge and belief and is based on the accuracy of the information supplied by the Customer and third parties on its behalf.

The Customer will notify the Supplier before the beginning of any services of any internal policies, codes or procedures that the Customer requires the Supplier to comply with (and where applicable, update the Supplier to any changes).

In order for both parties to have clarity under the contract, the Supplier requires all implied terms and warranties to be excluded. The Supplier makes no warranty as to the fitness of the services or deliverables for any particular purpose.

All Services will be carried out with reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade.

11.7.1 Meeting Deadlines/Timetables

Delays caused by circumstances outside the Supplier's control will be subject to change control and will not incur any penalty or loss to the Supplier. The Customer will promptly inform the Supplier of any circumstances or events which are likely to affect the provision of the Services within the anticipated timescales.

The Supplier's performance of the Services, the timetable, the level of the Supplier's Charges and any fee estimates each depend on the accuracy and completeness of any assumptions set out in this contract and the performance of the Customer's obligations under the contract.

The Supplier assumes that the project timeline included in the tender documents is indicative only and will be subject to change. Any timetable will be dependent on the parties fulfilling their respective responsibilities.

11.7.2 Intellectual Property

The Supplier assumes that the Customer does not require the Project Specific IPR to be suitable for publication as Open Source or based on Open Standards. The Supplier does not anticipate any Project Specific IPR being created as part of this project.

11.7.3 Client managing business

The Customer agrees that it remains solely responsible for managing all aspects of its business, and applying its independent business judgement to evaluate any advice or recommendations that the Supplier gives to the Customer. The Customer will be responsible for deciding whether the Supplier's recommendations make sense in the context of the Customer's business and whether the Customer wishes to rely on, implement or act on them, including the actions necessary to realise any

	<p>expected benefits.</p> <p>11.7.4 Non-verification of Data</p> <p>All information provided by the Customer (London Legacy Development Corporation) for this project will be accurate, complete and not misleading.</p> <p>The Customer will give the Supplier all information that is necessary for the performance of the Services. In this context, the Customer agrees that the Supplier shall not be treated as being on notice of information given to it in the course of previous engagements and so all information that is relevant to the Services must be given directly to the engagement team even if the same information has been given to the Supplier previously in the course of a different contract or engagement.</p> <p>The Customer will notify the Supplier promptly if any of the information or data the Customer has provided becomes inaccurate or if any of the Customer's requirements change or if the Customer becomes aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may affect the provision of the Services within the anticipated timescales.</p> <p>The Supplier will not audit, test or verify the information provided to it in the course of the Services. The Customer agrees that the Supplier shall be entitled to rely on all information provided to it and on the Customer's decisions and approvals in connection with the Supplier's Services and to assume that all such information from whatever sources is true, complete and not misleading. The Supplier will not be responsible for the consequences of any information provided to it in the course of the Services not being complete, accurate or current.</p>
	<p>11.8 Additional Clarifications to the MCF Terms and Conditions</p> <p>11.8.1 Liability cap and insurance: The Supplier assumes that the Customer does not require any changes to (a) the standard liability levels included in clause 37.2 (b) the threshold for termination on material default in clause 42.1.1(c) and (c) minimum insurance levels required under clause 38.3 of the Call-Off terms apply for the level of audit services being provided.</p> <p>11.8.2 Call off guarantee: As a matter of policy, the Supplier does not usually give parent company guarantees. The Supplier assumes that this is not a requirement.</p> <p>11.8.3 Security requirements: The Supplier assumes that Long Form Schedule 7 (Security), including Annex 1 (Security Policy) of the Call-Off terms will not apply.</p> <p>11.8.4 Exit Management: The Supplier assumes that Call Off Schedule 9 (Exit Management) will not apply.</p> <p>11.8.5 Business Continuity and Disaster Recovery: The Supplier assumes that Clause 16 of the Call Off terms (Business Continuity and Disaster Recovery) will not apply.</p>

11.8.6 Standards and Quality: with regard to Clause 11 of the Call off terms, the Supplier assumes the following standards and responsibilities will apply to the Supplier's services.

- (a) The Services provided are not binding on tax or other governmental or regulatory authorities or the courts and do not constitute a representation, warranty, or guarantee that tax or other governmental or regulatory authorities or the courts will concur with any Advice. The Advice will be based upon the information provided to the Supplier, the circumstances existing at the time of preparation of the Advice and the Supplier's understanding of the relevant legislation, regulations, cases, rulings, and other tax authority in effect at the time of issue of the Advice. The Supplier has no responsibility either (i) to update any Advice for events or changes occurring after delivery of any Advice in its final form or (ii) to monitor the continuing relevance or suitability of any Advice for the purpose for which it was supplied.
- (b) Except as specifically agreed in writing, the Supplier shall not provide advice regarding the financial accounting treatment of any transaction implemented as a result of or in connection with the Services and will not assume any responsibility for any financial reporting with respect to the Services. The Supplier shall have no responsibility to address any legal matters or questions of law, other than tax law, in relation to the Services.
- (c) In formulating any Advice as part of the Services, the Supplier may discuss ideas with the Beneficiaries orally or show the Beneficiaries drafts of such Advice. To the extent that the content of drafts or oral Advice are expected to be finalised and confirmed to the Customer or other Beneficiary in writing, such confirmed Advice shall supersede any previous drafts or oral Advice. The Supplier shall not be responsible if any Beneficiary or other person chooses to rely on, act or refrain from acting on the basis of any drafts or oral Advice.
- (d) The Supplier will use its reasonable endeavours acting in a commercially prudent manner to carry out the Services in accordance with any timetable agreed between the parties. However, it is agreed that any timetable for the performance of any part of the Services, including delivery of any Advice, are estimated dates for planning purposes only and are not legally binding. The Supplier will notify the Customer promptly if it expects or encounters any significant delays which will materially affect achievement of any timetable for delivery of the Services.

(e) Unless expressly agreed otherwise in writing, each item of Advice will be deemed accepted (and the Services or relevant part completed) when such Advice has been delivered in its final form and no material objection to the Advice or its content is notified by the Customer to the Supplier in writing within 14 days of delivery or when first use of the Advice is made by or on behalf of the Customer Group, whichever occurs first.

"Beneficiary" means the Customer and any Affiliates identified in the Call Off Order or Advice to be beneficiaries of the applicable Advice and defined therein as a 'Beneficiary' but no Beneficiary except the Customer shall be a party to the Contract.

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	4/3/20

For and on behalf of the Customer:

Name and Title	[Redacted]
Signature	[Redacted]
Date	17/03/20 / 17/03/2020