



**Crown  
Commercial  
Service**

**Provision of Finance Resource  
To  
Department of Health and Social Care**

**From**

**Carnall Farrar**

**Contract Reference: WP1254**

### Test & Trace Legal Document control

<b>Document Title</b>	MCF2 call off form template
<b>Key contacts</b>	TT Legal: [REDACTED] GLD: [REDACTED] External Firm: DLA ([REDACTED]) TT Commercial: [REDACTED] and [REDACTED]
<b>Hyperlink to legal team location</b>	<a href="https://healthsharedservice.sharepoint.com/:w:/r/sites/NHSTTLegalTeam/Shared%20Documents/General/Know%20How/Legal%20Templates%20and%20Guidance/Legal%20Templates%20-%20Standard%20Contracts%20etc/MCF2%20and%20MCF1%20Call%20Off%20Order%20Form%20Template/MCF2%20call%20off%20template%20-%20Feb%202021%20v3.docx?d=w483fccf562544421abf8c52d191fc11f&amp;csf=1&amp;web=1&amp;e=c5qGei">https://healthsharedservice.sharepoint.com/:w:/r/sites/NHSTTLegalTeam/Shared%20Documents/General/Know%20How/Legal%20Templates%20and%20Guidance/Legal%20Templates%20-%20Standard%20Contracts%20etc/MCF2%20and%20MCF1%20Call%20Off%20Order%20Form%20Template/MCF2%20call%20off%20template%20-%20Feb%202021%20v3.docx?d=w483fccf562544421abf8c52d191fc11f&amp;csf=1&amp;web=1&amp;e=c5qGei</a>
<b>Notes (if any)</b>	Semi populated template MCF2 call-off form for use for consultancy services on the T&T programme, with guidance notes to assist in ensuring form is populated to minimise procurement risk.

### Test & Trace Legal Version Control

Version	Author of version	Date	Amendments made (in brief)
1	DLA	2020	N/A
2	[REDACTED] [REDACTED] [REDACTED]	January 2021	Added KPIs / reporting / exit clauses
3	[REDACTED], DLA	February 2021	Tidy up changes

## **Crown Commercial Service**

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### **Call Off Order Form for Management Consultancy Services**

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**FRAMEWORK SCHEDULE 4**  
**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 Complex & Transformation Consultancy Services dated **04 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 Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed, following Contract Award
From	Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU  ("CUSTOMER")  [REDACTED] (Customer contact name)
To	Carnall Farrar, 09264497 of 1 Lyric Square, Hammersmith, London, W6 0NB  ("SUPPLIER")  [REDACTED] (Supplier contact name)
Date	29/03/2021  ("DATE")

**SECTION B**

**1. CALL OFF CONTRACT PERIOD**

1.1.	Call Off Commencement Date: 24/03/2021
1.2.	Call Off Expiry Date:  End date of Call Off Initial Period: 30/07/2021  End date of Call Off Extension Period: 30/09/2021  Minimum written notice to Supplier in respect of extension: 1 week

**2. SERVICES**

2.1.	<p><b>Services required:</b></p> <p>As may be further set out in Call Off Schedule 2 (Services).</p> <p>NHS Test and Trace (T&amp;T) was established in response to COVID-19 and currently has a budget of £22 billion for FY 2020/2021 and an estimated budget of £15 billion for FY 2021/22.</p> <p>Given the above, this requires a large amount of financial support across all workstreams to ensure compliance with Government financial policies, good financial management and effective operations.</p> <p>The T&amp;T Finance function has a large workload which continues to grow due to the ramping up of mass testing, the need to respond to new demands and the work beginning on the FY 2021/22 budget.</p> <p>The Supplier will provide resources to the Test and Trace programmes finance function as follows:</p> <p><b>G6</b></p> <ul style="list-style-type: none"> <li>• The post holder will be responsible for the provision of a valued, efficient and effective finance business partnering function across their areas.</li> <li>• Coordinate and lead on project management within the Financial Strategy and Planning team.</li> <li>• Ensure effective budgetary control and efficient operation of rules and guidance relating to the use of public finances and require effective collaboration with other Business Partners, Strategic Finance and Financial Control and Accounting.</li> <li>• Provide support, advice and robust but-constructive challenge to policy stakeholders and arm's length bodies</li> <li>• Routinely provide advice around the more complex or strategic issues and to develop effective and trusted relationships with senior stakeholders</li> <li>• Manage and delegate the appropriate workstreams to the G7/SEOs</li> </ul> <p><b>G7</b></p> <ul style="list-style-type: none"> <li>• Build strong relationships and collaborate with multiple stakeholders across PHE and DHSC</li> <li>• Pro-actively manage workflow, organising meetings as required, to manage issues and ensure timely inputs to the Finance Case.</li> <li>• Produce project and action plans and monitor risks and issues related to TT Finance case inputs.</li> <li>• Ensure that all Finance Case assumptions are validated and clearly documented.</li> </ul>
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	<p><b>SEO</b></p> <ul style="list-style-type: none"> <li>• Developing E2E finance processes</li> <li>• Support with spend analysis</li> <li>• Support with managing budget models</li> <li>• Support the PO and invoicing process</li> </ul> <p><b>HEO</b></p> <ul style="list-style-type: none"> <li>• Managing shared working spaces.</li> <li>• Assist organising meetings and taking minutes where necessary.</li> <li>• Assist producing practical project management products and presentation materials as required.</li> <li>• Assisting with analysis and drafting.</li> </ul> <p><b>EO</b></p> <ul style="list-style-type: none"> <li>• Produce monthly management information packs to the CFO and NHSTT budget holders</li> <li>• Produce monthly contract spend</li> <li>• Provide financial analysis support across finance business partnering team</li> <li>• Provide programme cost tracking and contract spend tracking</li> <li>• Provide other ad hoc cover to NHSTT Finance team as a whole</li> </ul> <p>In addition to the Services set out in this section 2.1 and Call Off Schedule 2, the Supplier is also required to deliver, as part of the Services, the Key Performance Indicators listed below and detailed in Annex 1 to this Call Off Order Form:</p> <ul style="list-style-type: none"> <li>• 99% of timesheet reports completed and submitted to the Buyer within five (5) Working Days of month end detailing all billable work completed in the preceding month</li> <li>• 99% minimum accuracy across total invoices received (direct match between invoiced amounts and accompanying timesheets).</li> </ul>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 10 Working Days from the Call Off Commencement Date]</p>
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<p>This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones:</p> <p>[Include the following as a minimum (see also below table):</p> <ul style="list-style-type: none"> <li>the provisions of Transparency Reports;</li> <li>the provision of a knowledge transfer plan.</li> </ul>						
Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities	Milestone Payments	Delay Payments
Project Plan Delivered	An Approved Project Plan per work package (to include all Deliverables and Milestones)		Within ten (10) Working Days of Call Off Contract Commencement		N/A	
Knowledge Transfer Complete	A knowledge transfer plan in accordance with paragraph 13 of Call Off Schedule 9 (Exit Management) as varied by section 8.4 of this Order Form		Within twenty (20) Working Days of Call Off Contract Commencement		N/A	
Transparency Reports	[As set out in section 10.10 below]		[As set out in section 10.10 below]			

#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards:</b> As defined in the Call Off Terms
4.2	<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> The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to five (5) Working Days

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> </div> <div style="width: 45%;"> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; margin-bottom: 5px;"></div> </div> </div>
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): <p>Applied as per clause 28.2.</p> <p>The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks.</p> <p>This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.</p> <p>The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.</p> <p>Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):</p>



	<ul style="list-style-type: none"> <li>• carry out a check with the records held by the Department for Education (DfE);</li> <li>• conduct thorough questioning regarding any Relevant Convictions; and</li> <li>• ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.</li> </ul>
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## 6. PAYMENT

6.1

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

Table of grades & rates:

Resource name	Role	MCF2 Grade	T&T Grade	Day Rate	Units	Charge
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	132	[REDACTED]
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Assistant Finance Business Partner	Senior Consultant	SEO	[REDACTED]	73	[REDACTED]
[REDACTED]	Finance Analyst	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Finance Analyst	Senior Consultant	SEO	[REDACTED]	73	[REDACTED]
[REDACTED]	Finance Analyst	Senior Consultant	SEO	[REDACTED]	89	[REDACTED]
[REDACTED]	Cost Modeller	Principal Consultant	G7	[REDACTED]	132	[REDACTED]
[REDACTED]	Finance Business Partner	Principal Consultant	G7	[REDACTED]	89	[REDACTED]
[REDACTED]	Finance Business Partner	Principal Consultant	G7	[REDACTED]	89	[REDACTED]
[REDACTED]	Finance Business Partner	Principal Consultant	G7	[REDACTED]	73	[REDACTED]
[REDACTED]	Finance Business Partner	Principal Consultant	G7	[REDACTED]	89	[REDACTED]

		Finance Business Partner	Principal Consultant	G7		89	
		Finance Business Partner	Principal Consultant	G7		89	£
		Finance Business Partner	Principal Consultant	G7		89	£
		Finance Business Partner	Principal Consultant	G7		132	£
		Finance Business Partner	Principal Consultant	G7		89	£
		Finance Business Partner	Principal Consultant	G7		89	£
		Finance Business Partner	Principal Consultant	G7		73	£
		Finance Business Partner	Principal Consultant	G7		132	£
		Senior Finance Business Partner	Principal Consultant	G6		116	£
		Senior Finance Business Partner	Principal Consultant	G6		73	£
		Senior Finance Business Partner	Principal Consultant	G6		73	£
Total							£2,019,009.33
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"><li>completed timesheets for amounts set out in the relevant invoice; and</li><li>such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts.</li></ul> <p>The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract. The Supplier shall ensure that an effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.</p> <p>Invoice payments will be approved upon satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form and (in respect of the period of 2 weeks before the end of the Call Off Initial Period (and any Call Off Extension Period, where applicable) a completed knowledge transfer in accordance with section 8.4 of this Call Off Order Form.</p>						
6.3	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted</p>						

<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] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [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)): The duration of the Call Off 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 Permitted
<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 £2,019,009.33
<b>7.2</b>	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); As set out 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): Professional Indemnity – £5m per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £5m per occurrence and in the aggregate per annum

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2 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 of the Call Off Terms):

	The period of thirty (30) Working Days in Clause 42.7 shall be amended to ten (10) Working Days
<b>8.3</b>	<p><b>Undisputed Sums Limit:</b></p> <p>In Clause 43.1.1 of the Call Off Terms</p>
<b>8.4</b>	<p><b>Exit Management:</b></p> <p>In Call Off Schedule 9 (Exit Management), which shall be amended as follows:</p> <p>The following new paragraph 13 will be added:</p> <p>13.1 The Supplier will produce and submit to the Customer a knowledge transfer plan within 20 Working Days of the Call Off Commencement Date (or such other period as may be agreed by the Parties in writing). The draft knowledge transfer plan shall set out as a minimum:</p> <ul style="list-style-type: none"> <li>• the Supplier's proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier which might be necessary to ensure a rapid, orderly, non- disruptive transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;</li> <li>• a project plan for effective knowledge transfer, including Milestones and Deliverables;</li> <li>• identification of all critical processes and information that will be documented and provided to the Customer and/or Replacement Supplier and the timescales for documentation and provision;</li> <li>• the proposed format of documentation and/ or training that will be provided by the Supplier as part of knowledge transfer and the proposed dates for provision; and</li> <li>• definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams)</li> </ul> <p>13.2 The Parties shall use reasonable endeavours to agree the contents of the knowledge transfer plan. If the Parties are unable to agree the contents of the Exit Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.</p> <p>13.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall, at its own cost and expense:</p> <p>13.3.1 comply with all of its obligations contained in the knowledge transfer plan and shall make the Supplier Personnel and the information available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p> <p>13.3.2 provide no less than 40 hours of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the Supplier at the time of contract expiry.</p>

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applicable
<b>9.2</b>	<b>Commercially Sensitive Information:</b> comprising of commercially sensitive information relating to: - <ul style="list-style-type: none"> <li>a) the pricing of the Services;</li> <li>b) the Supplier's business and investment plans; and/or</li> <li>c) the Supplier's trade secrets;</li> </ul> and which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss"

## 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> Select short form security requirements
<b>10.4</b>	<b>ICT Policy:</b> As per Department for Health and Social Care standard policy
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not Applied
<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): Not Applicable
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 150px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 50px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 80px; margin-bottom: 5px;"></div>

	Supplier's postal address and email address: <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 50px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 50px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 150px; margin-bottom: 5px;"></div>												
<b>10.10</b>	<b>Transparency Reports</b> As set out in the table below (and Call Off Schedule 13 (Transparency Reports)): <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">TITLE</th><th style="width: 40%;">CONTENT</th><th style="width: 15%;">FORMAT</th><th style="width: 20%;">FREQUENCY</th></tr> </thead> <tbody> <tr> <td>Project Progress &amp; Deliverables Report</td><td> <ul style="list-style-type: none"> <li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li> <li>• A rolling two (2) week forecast of resource required</li> <li>• Overview of all open and closed actions</li> <li>• Overview of open and closed risks and issues</li> <li>• Deliverables provided and Milestones completed/achieved in the relevant week</li> <li>• Anticipated delays to delivery of Milestones and Deliverables</li> </ul> </td><td>[Excel or Word]</td><td>Weekly</td></tr> <tr> <td>KPI Performance Report</td><td> <ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul> </td><td></td><td>Monthly</td></tr> </tbody> </table>	TITLE	CONTENT	FORMAT	FREQUENCY	Project Progress & Deliverables Report	<ul style="list-style-type: none"> <li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li> <li>• A rolling two (2) week forecast of resource required</li> <li>• Overview of all open and closed actions</li> <li>• Overview of open and closed risks and issues</li> <li>• Deliverables provided and Milestones completed/achieved in the relevant week</li> <li>• Anticipated delays to delivery of Milestones and Deliverables</li> </ul>	[Excel or Word]	Weekly	KPI Performance Report	<ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul>		Monthly
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Project Progress & Deliverables Report	<ul style="list-style-type: none"> <li>• A summary of resource utilised: activities completed and cost assigned in the week completed;</li> <li>• A rolling two (2) week forecast of resource required</li> <li>• Overview of all open and closed actions</li> <li>• Overview of open and closed risks and issues</li> <li>• Deliverables provided and Milestones completed/achieved in the relevant week</li> <li>• Anticipated delays to delivery of Milestones and Deliverables</li> </ul>	[Excel or Word]	Weekly										
KPI Performance Report	<ul style="list-style-type: none"> <li>• Outlining the Supplier's performance against the key performance indicators referred to in section 2.1 above</li> </ul>		Monthly										
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Tax Matters 10.11.1 In this clause, the following expressions mean: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%; padding: 5px;">Cest tool</td><td style="padding: 5px;">Means the latest version of the online hm revenue &amp; customs "check employment status for tax" tool. At the time of drafting, the tool may be found here:</td></tr> </table>	Cest tool	Means the latest version of the online hm revenue & customs "check employment status for tax" tool. At the time of drafting, the tool may be found here:										
Cest tool	Means the latest version of the online hm revenue & customs "check employment status for tax" tool. At the time of drafting, the tool may be found here:												

		<a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>	
	Contractor	Means any individual delivering the services (or any part of them)	
	Intermediary	Means any “intermediary” (as defined in section 61m itepa) in respect of which any of conditions a – c within section 61n itepa are met	
	Itepa	Income tax (earnings and pensions) act 2003	
	Off-payroll working rules	Means the provisions of chapter 10 of part 2 itepa relating to the engagement of workers through intermediaries and the provisions of social security contributions (intermediaries) regulations 2000/727 (or, in each case, any other provisions under any law having like effect)	
	Status determination	Means a status determination pursuant to, and for the purposes of, the off-payroll working rules	
	Tax	Means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the paye rules of the united kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest	
	<p>10.11.2 Subject to clauses 10.11.3 and 10.11.4, the Supplier warrants and undertakes to DHSC that (i) each Contractor will be directly engaged exclusively as an employee for the purposes of and when delivering such Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and (ii) that such engagement is not nor will be with any Intermediary of that Contractor.</p> <p>10.11.3 Subject to clause 10.11.4, in circumstances where it is intended that any Contractor will deliver their services through an Intermediary of that Contractor, the Supplier warrants and undertakes to DHSC that, prior to the commencement of the delivery of the Services (or any part of them) by that Contractor, the Supplier will obtain the prior written consent of DHSC to the Contractor delivering their services through an Intermediary of that Contractor (such consent being at the absolute discretion of DHSC).</p> <p>10.11.4 Neither of clauses 10.11.2 and 10.11.3 shall apply where and to the extent that DHSC and the Supplier have agreed in writing that, in respect of any part of the Services to be provided by the Supplier under or pursuant to this Agreement, DHSC will not be the ‘client’ for the purposes of the Off-Payroll Working Rules.</p>		

	<p>10.11.5 Promptly upon request from DHSC, the Supplier shall provide (or procure provision) to DHSC of all such evidence, information and assistance as DHSC reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in clause 10.11.2 are, and remain, true, accurate and correct in all respects.</p> <p>10.11.6 DHSC shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.</p> <p>10.11.7 In respect of each Contractor or the provision of the Services (or any part of them), the Supplier shall promptly upon request from DHSC provide to DHSC (or procure the provision of) all such information and assistance as DHSC reasonably requires in connection with the Off-Payroll Working Rules.</p> <p>10.11.8 The Supplier warrants and undertakes to DHSC that it shall immediately inform DHSC if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same.</p> <p>10.11.9 The Supplier undertakes that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).</p> <p>10.11.10 The Supplier shall indemnify DHSC, on demand and on an after-Tax basis, against:</p> <ul style="list-style-type: none"> <li>a) any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue &amp; Customs and any successor, equivalent or related body);</li> <li>b) any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and</li> <li>c) any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,</li> </ul> <p>in each case, which arise as a result of, in consequence of, or otherwise in connection with the Supplier, at any time, being in breach of any of the warranties or undertakings given in clauses 10.11.2, 10.11.8, 10.11.9 and 10.11.12.</p> <p>10.11.11 DHSC may at its option satisfy the indemnity given under clause 10.11.10 (in whole or in part) by way of deduction from payments due to the Supplier.</p>
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	10.11.12 The Supplier warrants to DHSC that it is not, nor will it prior to the cessation of this Agreement become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.														
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 16 (Call Off Tender)														
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> Not applicable														
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).														
<b>10.15</b>	<b>Processing Data</b> Call Off Schedule 17  Name: <span style="background-color: black; color: black;">[REDACTED]</span> <span style="background-color: black; color: black;">[REDACTED]</span>  Name: <span style="background-color: black; color: black;">[REDACTED]</span> <span style="background-color: black; color: black;">[REDACTED]</span>														
<table border="1"> <tr> <td><b>Contract Reference:</b></td><td><i>WP1254</i></td></tr> <tr> <td><b>Date:</b></td><td><b>29/03/2021</b></td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></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 Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Call Off Contract Agreement.</td></tr> <tr> <td>Nature and purposes of the processing</td><td>As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with</td></tr> </table>		<b>Contract Reference:</b>	<i>WP1254</i>	<b>Date:</b>	<b>29/03/2021</b>	<b>Description Of Authorised Processing</b>	<b>Details</b>	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer is the Data Controller and the Supplier is the Data Processor of Personal Data under this Call Off Contract Agreement.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including delivery of the Services.	Duration of the processing	For the duration of the Call Off Contract Agreement.	Nature and purposes of the processing	As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with
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	employees and contractors of the Customer.	
Type of Personal Data	Full name  Workplace address  Workplace Phone Number  Workplace email address  Job title or role  [Compensation  Tenure Information  Qualifications or Certifications  Nationality  Education & training history  Previous work history  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]	
	Categories of Data Subject	Employees and contractors of the Customer.	
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b>  Call Off Schedule 15  Not applicable		


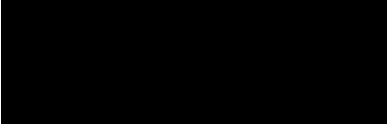
## FORMATION OF CALL OFF CONTRACT

**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	01/04/21

### For and on behalf of the Customer:

Name and Title	
Signature	
Date	07/04/21

**Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Section 2.1 of this Call Off Order Form**

**Key performance indicators**

1. From the Commencement Date and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

No.	Subsidiary Performance Indicator Title	Definition	Formula	A	B
1	On Time Timesheet Submission	99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time  Where <b>"On Time"</b> means within five (5) Working Days of the end of the relevant KPI Measurement Period	$(A/B) \times 100$	Number of completed timesheets submitted On Time in the relevant KPI Measurement Period	Total number of completed timesheets submitted in the relevant KPI Measurement Period
2	Invoice Accuracy	99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate  Where <b>"Accurate"</b> means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s).	$(A/B) \times 100$	Number of Accurate invoices submitted in the relevant KPI Measurement Period	Total number of invoices submitted in the relevant KPI Measurement Period

2. The Supplier shall measure performance against the key performance indicators on a **monthly** basis ("**KPI Measurement Period**"). Within 5 Working Days of the end of each **month**, the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators ("**KPI Performance Report**").
3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
- a summary of resources utilised: activities completed and cost assigned in the relevant week;
  - a rolling forecast of resources required forthcoming 14 day period to enable the Customer to approve the anticipated costs;
  - all open and closed Actions;
  - all open and closed Risks and Issues;
  - Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
  - Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
  - any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

4. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.