



**Crown
Commercial
Service**

**Provision of Consultancy Services
for Indirect Channels
To
The Crown Commercial Service
An Executive Agency of
The Cabinet Office**

**From
PA Consulting Services Limited**

Contract Reference: CCCC20A20

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 **04 September 2018**. This Call Off Order Form relates to the Provision of Consultancy Services for Indirect Channels.

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 confirmed following contract award
From	Crown Commercial Service ("CUSTOMER")
To	PA Consulting Services Limited ("SUPPLIER")
Date	24 th March 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 27 th March 2020
1.2.	Expiry Date: End date of Initial Period: 9th April 2020 End date of Extension Period: 16th April 2020 Minimum written notice to Supplier in respect of extension: 5 days

2. SERVICES

2.1.	Services required: In Call Off Schedule 2 (Services)
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3. PROJECT PLAN

3.1.	Project Plan: The Supplier shall provide the Customer with a draft Project Plan upon request.
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not Applicable
4.2	Service Levels/Service Credits: As outlined in the Statement of Requirements in Call Off Schedule 2 (Services)
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: As outlined in the Statement of Requirements in Call Off Schedule 2 (Services)
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: Crown Commercial Service REDACTED PA Consulting: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The total contract value including any extension option shall be up to £30,000 (excluding VAT). As this is a call off contract, this sum is not guaranteed. The Call Off rates are to remain firm throughout the duration of the contract, including any contract extensions.
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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Payment in full on receipt of all deliverables and their acceptance by the Customer.
6.3	Reimbursable Expenses: Permitted Expenses to and from the base location shall be included within the Suppliers' submission. Reimbursable expenses are permitted for travel outside of the base location, this will be in line with the CCS Travel and Subsistence Policy.
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Electronic Invoices should be submitted to: REDACTED
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): The duration of the contract term, including any extensions.
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 Applicable
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Up to £30,000 (excluding VAT)
7.2	Supplier's limitation of Liability In line with Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's Standard Business Insurance shall apply.

8. TERMINATION AND EXIT

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:

	In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Not applied

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The proposal submission including the commercial information submitted by the supplier will be classed as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Refer to Schedule 7: Security short form – Paragraphs 1 to 5
10.4	ICT Policy: Not applied
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 for the duration of the contract.
10.7	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): Refer to clause 35.2.3 of the Call Off Terms
10.8	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: REDACTED Email: REDACTED Supplier’s postal address and email address: REDACTED Email: REDACTED

10.9	Transparency Reports Not applicable
10.10	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable
10.11	Call Off Tender: REDACTED
10.12	Publicity and Branding In clause 36.3.2 of the Call Off Terms
10.13	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). To be confirmed following contract award.
10.14	Processing Data Call Off Schedule 17 Customer Data Protection Officer: REDACTED

Contract Reference:	CCCC20A20
Date:	11th March 2020
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 Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address

		Names Job Title Compensation Tenure InformationQualifications or Certifications Nationality Education & training history Previous work history 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 Record of absence, time tracking & annual leave	
	Categories of Data Subject		
10.15	MOD DEFCONs and DEFFORM		
	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	REDACTED
Signature	REDACTED
Date	REDACTED

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	REDACTED