



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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 **RM3745** dated 21st November 2017 to conduct forecasting, planning and strategy to the DfE

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	con_8307
From	<Redacted under S40 of the FOIA> Department for Education ("CUSTOMER" or "you" or "DfE")
To	<Redacted under S40 of the FOIA > Deloitte LLP ("SUPPLIER" or "Deloitte" or "we" or "us")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 17/05/2021
	Expiry Date: End date of Initial Period: 18/02/2022 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: 0 month

SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) <Redacted under s43 of the FOIA>
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PROJECT PLAN

3.1.	Project Plan:	<Redacted under S43 of the FOIA>
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CONTRACT PERFORMANCE

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

PERSONNEL

5.1	Key Personnel: None
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): <Redacted under s43 of the FOIA>
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): Within 30 days of date of invoice
6.3	Reimbursable Expenses: Not Permitted
6.4	Customer billing address: Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT
6.5	Call Off Contract Charges fixed for: (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Call Off Contract Years from the Call Off Commencement Date
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: Approximately October 19 th of each Call Off Contract Year during the Call off Contract Period
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

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £178,250 + VAT
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7.2	Supplier's limitation of Liability: (Clause 37.2.1 of the Call Off Terms); 125% Call Off Contract Charges
7.3	Insurance Clause 38.3 of the Call Off Terms apply

TERMINATION AND EXIT

8.1	Termination on material Default: In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period: 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: N/A

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: <Redacted under s43 of the FOIA>

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: Short form security requirements - Call off Schedule 7: Security. Short form Paragraphs 1 to 5
10.4	ICT Policy: Not applied
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): N/A
10.9	Notices: (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT <Redacted under s40 of the FOIA>

	Supplier's postal address and email address: 1 New Street Square, London, EC4A 3HQ <Redacted under s40 of the FOIA>				
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): N/A				
10.12	Call Off Tender: N/A				
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms): N/A				
10.14	Staff Transfer:				
10.15	Processing Data Call Off Schedule 17				
	<p>1. The contact details of the Customer Data Protection Officer is:</p> <p><Redacted under s40 of the FOIA> Departmental Data Protection Officer Sanctuary Buildings 20 Great Smith Street London SW1P 3BT</p> <p>2. The contact details of the Suppliers Data Protection Officer is:</p> <p><Redacted under s40 of the FOIA> 1 New Street Square, London, EC4A 3HQ <Redacted s40 of the FOIA></p> <p>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>4. Any such further instructions shall be incorporated into this Schedule.</p> <table border="1"> <tr> <td>Contract Reference:</td><td>con_8307</td></tr> <tr> <td>Date:</td><td>14/05/2021</td></tr> </table>	Contract Reference:	con_8307	Date:	14/05/2021
Contract Reference:	con_8307				
Date:	14/05/2021				

	Description Of Authorised Processing	Details
	Identity of the Controller and Processor	The Parties acknowledge that the Supplier and their Sub-contractor will not be asked to process Personal Data when providing Services under this Call-Off Agreement.
	Use of Personal Data	N/A – Please see above
	Duration of the processing	N/A – Please see above
	Nature and purposes of the processing	N/A – Please see above
	Type of Personal Data	N/A – Please see above
	Categories of Data Subject	N/A – Please see above
10.16	MOD DEFCONs and DEFFORM: N/A	

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 under s40 of the FOIA>
Signature	<Redacted under S40 of the FOIA>
Date	14 May 2021

For and on behalf of the Customer:

Name and Title	<Redacted under S40 of the FOIA>
Signature	<Redacted under S40 of the FOIA>
Date	14 May 2021

Annex A – Proposal

<Redacted under S43 of the FOIA>

Annex B – <Redacted under S43 of the FOIA>

Annex C - <Redacted under S43 of the FOIA>