



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.

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	VTFBuildStream1 BEIS Tender Reference Number: 2570/08/2020
From	Department for Business, Energy, & Industrial Strategy ("CUSTOMER")
To	Jacobs U.K. Limited [REDACTED] ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

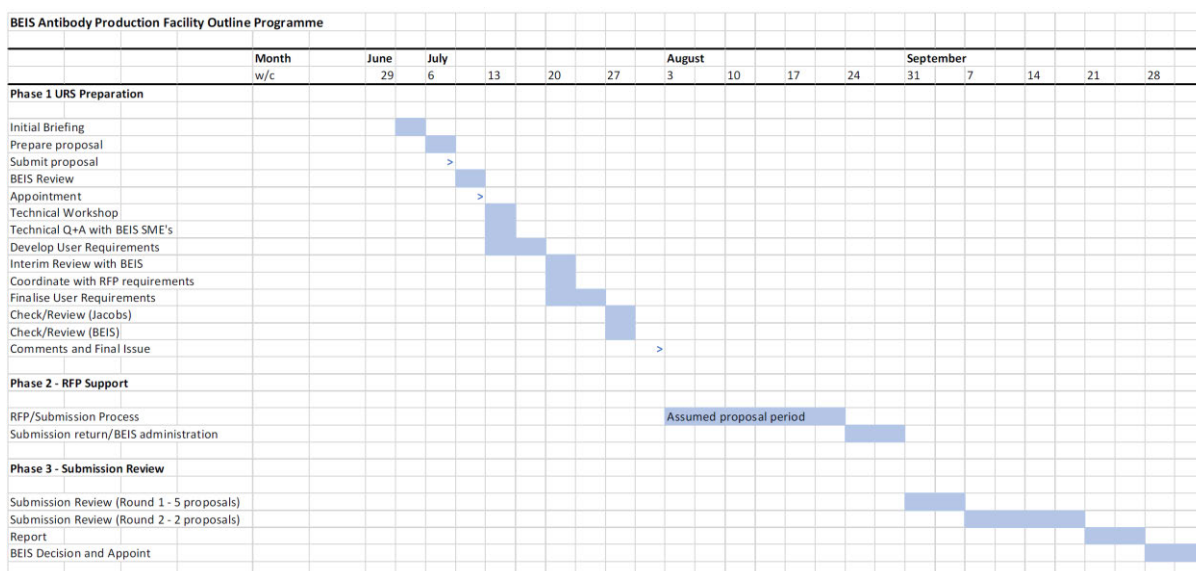
1.1.	Commencement Date: 24/08/2020
	Expiry Date: End date of Initial Period 06/11/2020 End date of Extension Period TBC Minimum written notice to Supplier in respect of extension: 2-weeks

SERVICES

2.1	<p>Services required:</p> <ul style="list-style-type: none">· In Call Off Schedule 2 (Services). <p>As per Jacobs proposal in response to this specific Call Off at Appendix A:</p> <p>Title: Vaccine Task Force - Build Stream Dated 8th July 2020</p> <p>Summary of Deliverables below (extract from full proposal at Appendix A):</p> <p>The deliverables to be provided by Jacobs will be:</p> <ul style="list-style-type: none">· High Level Facility User Requirements Brief· Vendor Technical Compliance Report (Round 1)· Vendor Technical Compliance Report (Round 2)
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PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>In Call Off Schedule 2 (Services).</p> <p>As per Jacobs proposal in response to this specific Call Off</p> <p>Title: Vaccine Task Force - Build Stream Dated 8th July 2020</p> <p>Milestone payments will not apply (monthly invoicing as per Section 6.2 below).</p> <p>'Delay payments' as set out in Clause 6.4 are not applicable to this specific Call Off.</p> <p>Schedule from proposal below (dates for illustration only).</p>
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CONTRACT PERFORMANCE

4.1.	<p>Standards:</p> <p>The proposed methodology for providing the Services is consistent with 'Good Industry Practice' as set out in Framework clause 11 and Call Off clause 7 and shall apply at all times.</p>
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>

6.3	Reimbursable Expenses: [Permitted]
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): BEIS, 1 Victoria St, Westminster, London SW1H 0ET.
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Year 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: Each call off contract year
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 £75,435.00 (Estimated)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms: One hundred and twenty-five percent (125%) of the Call Off Contract Charges payable to the Supplier
7.3	Insurance (Clause 38.3 of the Call Off Terms):

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms): [In Clause 42.2.1(c) of the Call Off Terms]
8.2	Termination without cause notice period (Clause 42.7.1 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)]

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SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: N/A
9.2	Commercially Sensitive Information: N/A

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.
10.4	ICT Policy: To be provided by the Customer before the Commencement Date.
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):
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: BEIS, 1 Victoria St, Westminster, London SW1H 0ET. Supplier's postal address and email address: Jacobs 4 th Floor, Cottons Centre, Cottons Lane, London, SE1 2QG
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)

	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	
	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>

	Categories of Data Subject																									
10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15 Not applicable.																									
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <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> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>DEFFORMs</p> <table border="1"> <thead> <tr> <th>DEFFORM No</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>			DEFCON No	Version	Description													DEFFORM No	Version	Description						
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Appendix A: Jacobs Proposal, dated 8th July 2020



BEIS Antibody
Production Facility Jac


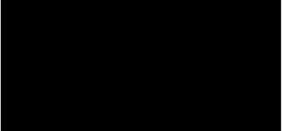
FORMATION OF CALL OFF CONTRACT

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.


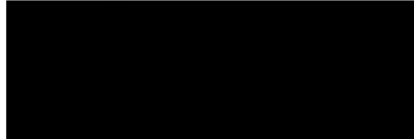
The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	25 August 2020

For and on behalf of the Customer:

Name and Title	 VTF
Signature	
Date	26 August 2020