



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 **RM6008** 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 Call Off Order Form and the Call Off Terms.

Order Number	VTF Risk Advisory Support BEIS Order Number [REDACTED]
From	Department for Business, Energy, & Industrial Strategy [REDACTED] ("CUSTOMER")
To	Jacobs U.K. Limited [REDACTED] ("SUPPLIER")

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 21/09/2020 or as soon thereafter
	Expiry Date: End date of Initial Period: 5 weeks from Commencement Date End date of Extension Period Not Applicable Minimum written notice to Supplier in respect of extension: Not applicable

SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services).</p> <p>As per Jacobs proposal in response to this specific Call Off at Appendix A:</p> <p>Title: Risk Advisory Proposal - Vaccine Task Force Dated: 24.08.2020</p>
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PROJECT PLAN

3.1.	<p>Project Plan:</p> <p>In Call Off Schedule 4 (Project Plan).</p> <p>As per Jacobs proposal in response to this specific Call Off at Appendix A:</p> <p>Title: Risk Advisory Proposal - Vaccine Task Force Dated: 24.08.2020</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>
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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>

4.5	Period for providing Rectification Plan: As Clause 39.2.1(a) of the Call Off Terms
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PERSONNEL

5.1	Key Personnel: [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None applicable

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) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 70%;">Individual/Role</th> <th style="width: 30%;">Rate</th> </tr> </thead> <tbody> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>	Individual/Role	Rate	[REDACTED]	[REDACTED]
Individual/Role	Rate				
[REDACTED]	[REDACTED]				
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) The pricing mechanism for this Direct Award Call Off with monthly invoicing based on incurred costs as per RM6008 Lot 1 rate card (Jacobs UK Limited). Payment due net 30 days of invoicing. Payment will be made by BACS. 'Delay payments' as set out in Clause 6.4 are not applicable to this service.				
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:				

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

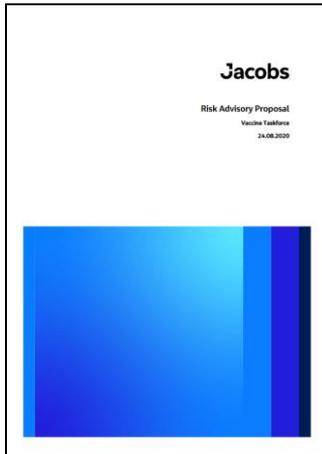
10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements.
10.4	ICT Policy: To be provided by the Customer before the Commencement Date.
10.5	Testing: Not applied
10.6	Business Continuity & Disaster Recovery: [Not applied]
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In 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. [REDACTED] [REDACTED] Supplier's postal address and email address: Jacobs 4 th Floor, Cottons Centre, Cottons Lane, London, SE1 2QG [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
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): None applicable.

10.12	Call Off Tender: In Call Off Schedule 16								
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)								
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).								
10.15	Processing Data Call Off Schedule 17								
	<ol style="list-style-type: none"> 1. The contact details of the Customer Data Protection Officer is: John Deene, BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 151 Buckingham Palace Road, London SW1W 9SZ. Email: dataprotection@beis.gov.uk. Tel:+4420 7215 6635 2. The contact details of the Suppliers Data Protection Officer is: Name: ██████████ (Senior Compliance Counsel – Data Privacy and Cybersecurity) Email: ██████████ Tel No.: US 720.286.1858 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="309 1301 1393 1942"> <tr> <td data-bbox="309 1301 528 1424">Contract Reference:</td> <td data-bbox="528 1301 1393 1424" style="text-align: center;">Risk Advisory Support</td> </tr> <tr> <td data-bbox="309 1424 528 1520">Date:</td> <td data-bbox="528 1424 1393 1520" style="text-align: center;">17/09/2020</td> </tr> <tr> <td data-bbox="309 1520 528 1727">Description Of Authorised Processing:</td> <td data-bbox="528 1520 1393 1727" style="text-align: center;">Details:</td> </tr> <tr> <td data-bbox="309 1727 528 1942">Identity of the Controller and Processor</td> <td data-bbox="528 1727 1393 1942">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:	Risk Advisory Support	Date:	17/09/2020	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.
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Date:	17/09/2020								
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 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" data-bbox="256 887 1394 1263"> <thead> <tr> <th data-bbox="256 887 635 1014">DEFCON No</th> <th data-bbox="635 887 1011 1014">Version</th> <th data-bbox="1011 887 1394 1014">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" data-bbox="256 1379 1394 1729"> <thead> <tr> <th data-bbox="256 1379 644 1496">DEFFORM No</th> <th data-bbox="644 1379 1019 1496">Version</th> <th data-bbox="1019 1379 1394 1496">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>			DEFCON No	Version	Description													DEFFORM No	Version	Description												
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Appendix A: Jacobs Proposal, dated 24th August 2020 (*Double click on image*)



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] – Deputy Director PMO
Signature	[REDACTED]
Date	18/9/20