

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference:	PS290: CDO Data Skills Transformation
The buyer:	Defence Digital Commercial, on behalf of the Secretary of State for Defence
Buyer address:	MOD Corsham, Spur B2, Bldg 405, Westwells Road, Corsham, SN13 9NR
The supplier:	Korn Ferry (UK) Limited
Supplier address:	Ryder Court, 14 Ryder Street, London, SW1Y 6QB
Registration number:	00763575
DUNS number:	21-157-8638
Sid4gov id:	211578638

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

21st July 2023

(This Call-Off Contract comes into force on the date both parties have signed the CallOff Contract. Notwithstanding that, the parties acknowledge that the Supplier has been carrying out the Services from the 1st July 2023 (“the Commencement Date”) and agree that the contractual terms set out in the Call-Off Contract will apply to such Services already provided from the Commencement Date).

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: 5 HR

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-off Schedule 9 (Security)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility) – Mandatory

6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the CallOff Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

1 Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

1. Special Term 1 – Standards:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627
- No Deliverable Quality Plan is required reference DEFCON 602B 12/06.
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Cyber Risk Level has been assessed under RAR – 580050469. Cyber Risk Profile: N/A

As the Cyber Risk Profile is Not Applicable no further DCPD action is required.

Security Aspects Letter reference PS290 SAL 20230719 - PS290 SAL Korn Ferry dated 19th July 2023. Supplier acknowledges and complies with SAL.

Short form security requirements apply (Schedule 9)



2. Special Term 2 – Personnel security and onboarding:
All personnel require a minimum of valid SC (security check) security clearance to undertake work under this call off contract.

The Supplier shall provide the following:

- i. Copy of MOD security clearance certificate
- ii. Full name
- iii. Date of birth
- iv. Full home postal address
- v. Town of birth vi. National Insurance Number:

Call-off start date: 21st July 2023

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Call-off expiry date: 30th September 2023

Call-off initial period: 3 months

Summary of the work

In order to accelerate the delivery of its strategy, DDO has commissioned three strands of work: Data Catalogue and Curation, Data Governance and Upskilling.

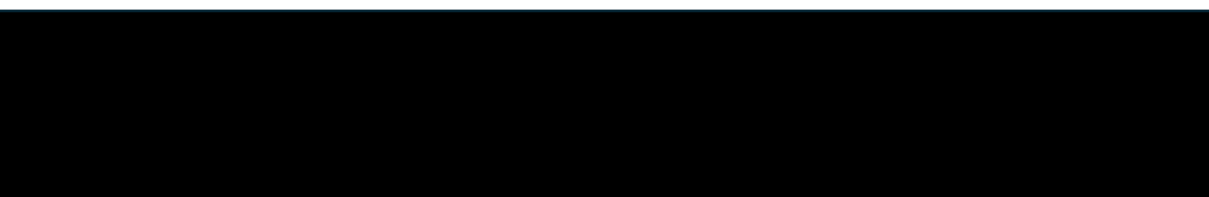
The purpose of the Upskilling workstream is to:

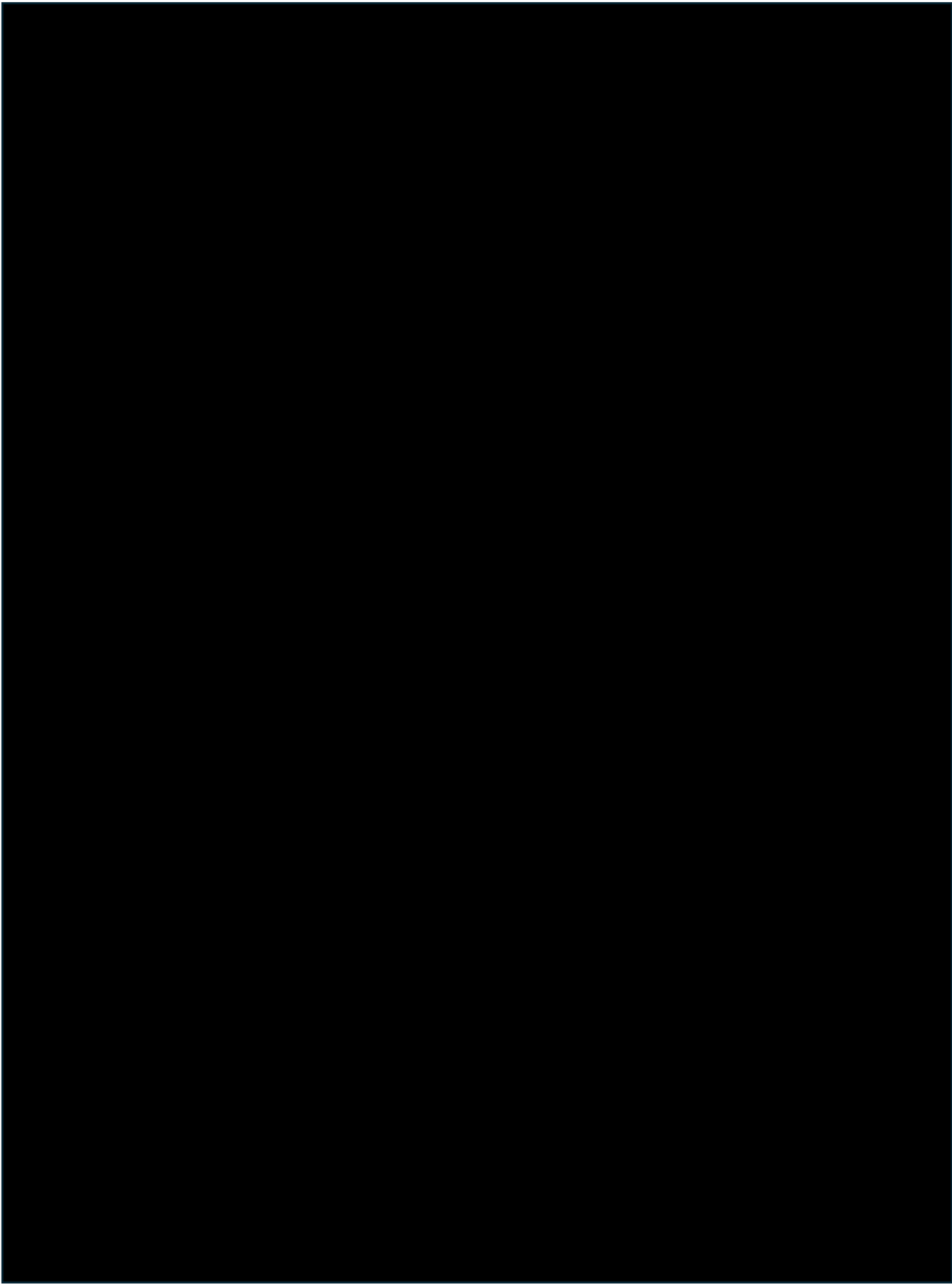
Prepare the DDO team to champion and embed the governance structures, policies and procedures developed within the other two strands

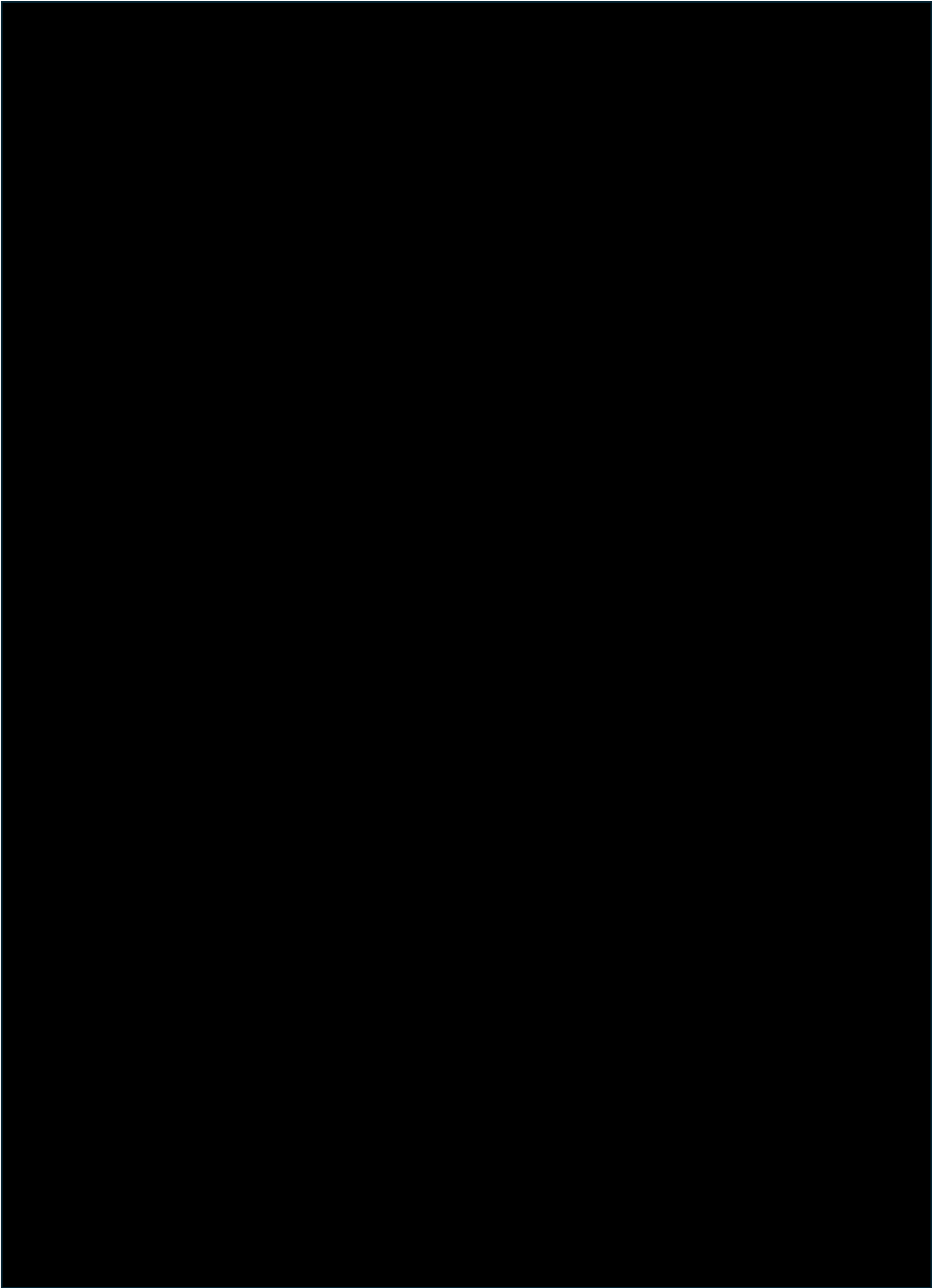
Implement a coherent set of DDO-specific talent initiatives in service of Defence becoming an employer of choice for Data professionals

MoD team will provide Laptops and collaboration tools to facilitate collaborative workspace.

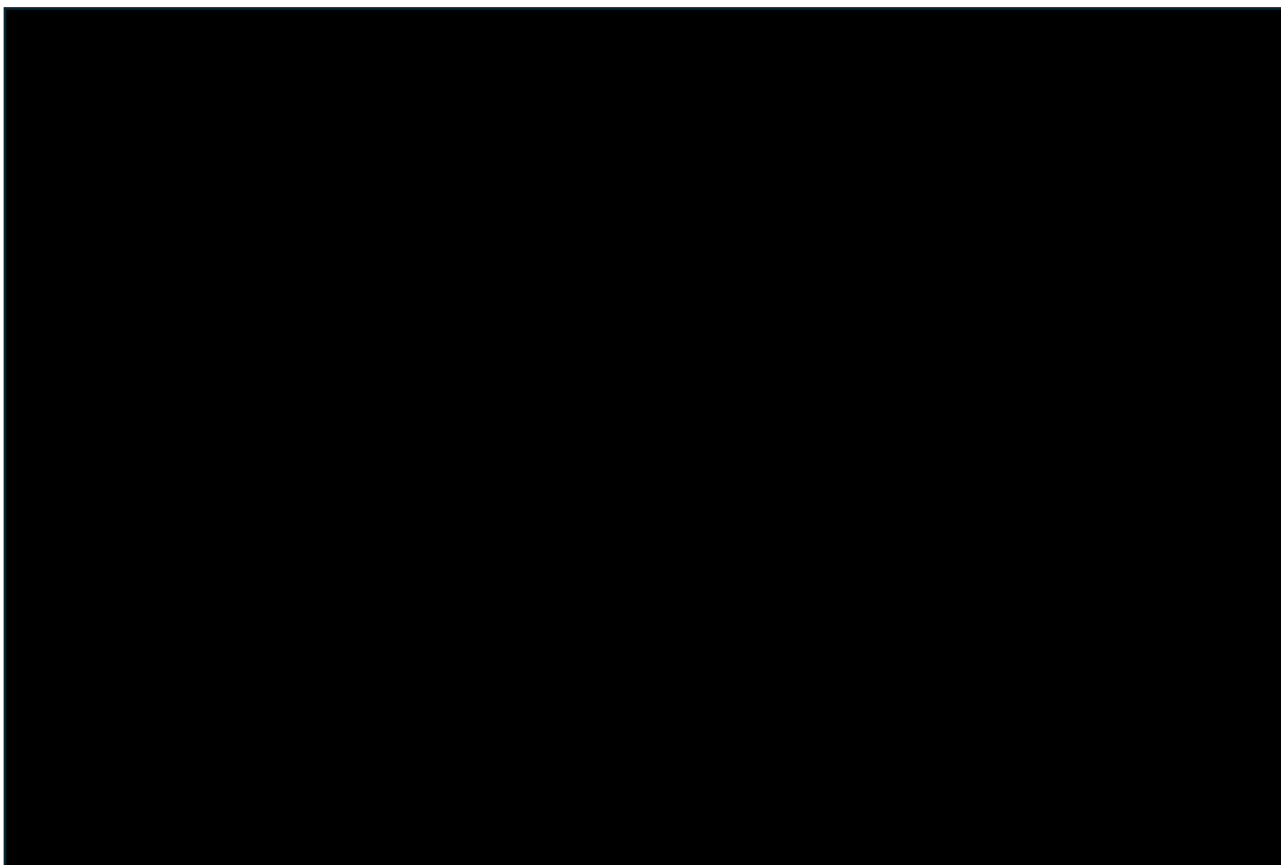
Key activities and deliverables







Acceptance of Deliverables



Maximum liability

The limitation of liability for this Call-Off Contract is (whether in tort, contract or otherwise) is a sum equal to [REDACTED] of the Total Call-Off Charges unless specified.

The Call-Off Charges used to calculate liability are: Total Call-off charges in the amount of £300,000.00 ex.VAT.

Call-off charges

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

The Parties agree that nothing shall prejudice the Supplier's right to be paid for Services provided in relation to this Call-off Order Form, from the Commencement Date until this Call-Off Order Form comes into force on the date it is signed by both Parties.

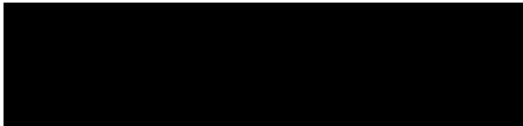
Reimbursable expenses

N/A - The normal place of work will be Korn Ferry offices, remotely and MOD Corsham. Travel to other locations will not be needed. No T&S Budget.

Payment method

The professional fees are **£300,000.00** Ex. VAT ("Fees"). The Fees are based on the scope of Services described herein. Any changes to the scope of Services will result in a change in Fees. The Parties will mutually agree in writing to all changes to Services and the corresponding change in Fees. All Fees are non-contingent, nontransferable, and non-refundable unless specifically stated otherwise in this Call-Off.

The Fees will be billed monthly in arrears as follows:



Unless otherwise stated in this Call Off Contract, all invoices will be due for payment 30 days after the date of invoice.

Value Added Tax (VAT) will be added to invoices as applicable.

Buyer's invoice address

MOD Corsham, Floorplate B2, Building 405, MOD Corsham, Westwells Road,
Corsham, SN13 9NR

Buyer's authorised representative



Buyer's security policy

To be provided on request.

Supplier's authorised representative

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Supplier's contract manager

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Progress report frequency

N/A

Progress meeting frequency

Weekly

Key staff

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Commercially sensitive information

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

To be provided on request.

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

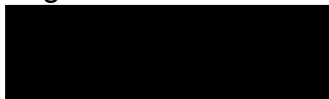
Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the 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.

For and on behalf of the Supplier:

Signature:



Name:

Role:

Date: 21st July 2023

For and on behalf of the Buyer:

Signature:



Name: [REDACTED]
Role: [REDACTED]
Date: 24/07/2023