

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:	PS496: Digital Leadership Learning Programme 3 (DLLP 3.0)
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:	The Boston Consulting Group UK LLP
Supplier address:	80 Charlotte Street, London, W1T 4QS
Registration number:	OC359103
DUNS number:	216961173

Applicable framework contract

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

23 September 2024 'DLLPv3-Charter-V3'

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

Call-off lot:

Lot 2, Strategy & Policy

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 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 17 (MOD Terms)

- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility)
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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.

Call-off special terms

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

1. Special Term 1 – Standards:

Def Stan 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contracting Working Parties;

Def Stan 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions;

DEFCON 703 applies;

Cyber Risk Level has been assessed as 'Very Low' (RAR:240912A03). The supplier must complete a Supplier Assurance Questionnaire (SAQ). Valid Cyber Essentials certificate required.

Security Aspects Letter (SAL) dated 05 September 2024. Supplier acknowledges and complies with SAL.

IR35 – [REDACTED]

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:

3. Special Term 3 – The Services will be delivered between the supplier's site and the buyer's site. Where the supplier is required to attend the buyer's office, the supplier will be required to attend MoD Main Building, Whitehall, London, SW1A 2HB. No provision for Travel and Subsistence is included in this contract.
4. Special Term 4 – Call-Off Schedule 9 (Security)
 - Part A: Short Form Security Requirements - Security Management Plan not applicable
 - Part B: Long Form Security Requirements - Not used

Call-off start date: 4 October 2024

Call-off expiry date: 30 September 2025

Call-off initial period: 12 months

Call-off deliverables:

1. Context and objectives

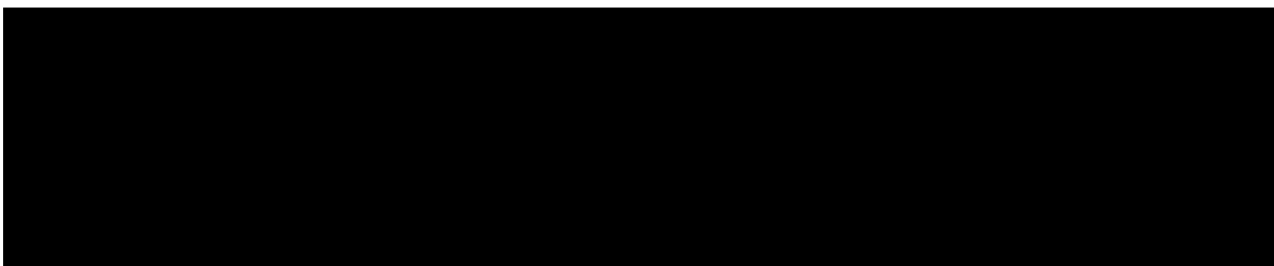
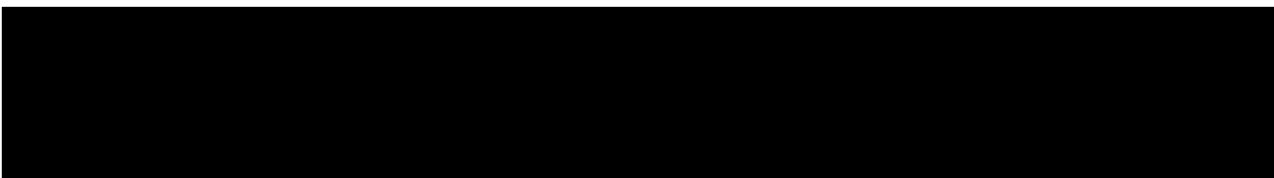
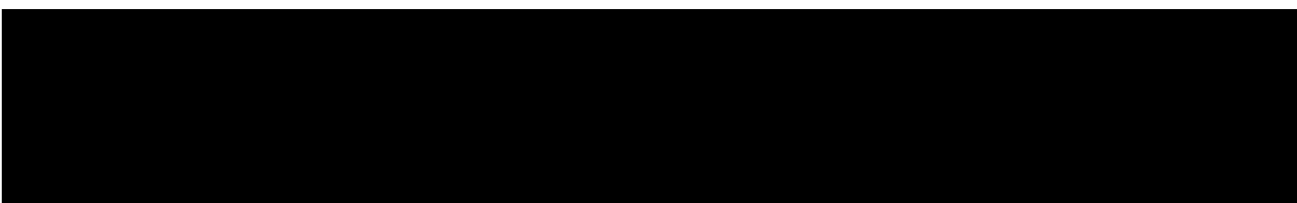
The need for digital upskilling, especially at leadership levels, is as great, if not greater than ever. Events in Ukraine demonstrate the criticality of digital skills to warfighting, while inflationary pressures on budgets mean productivity improvements are essential. Given ever-present pressure on leaders' time and budgets, learning must maximise return on monetary and time investment. As we reach the end of the second iteration of DLLP, it's right to reflect on the programme's future. Feedback from participants has made it resoundingly clear that while there are aspects that might evolve, there is an overwhelming recognition of the value and a desire to continue building a common understanding of key digital concepts, tools, and leadership's role in driving digital transformation.

Feedback received identified three challenging areas that require addressing:

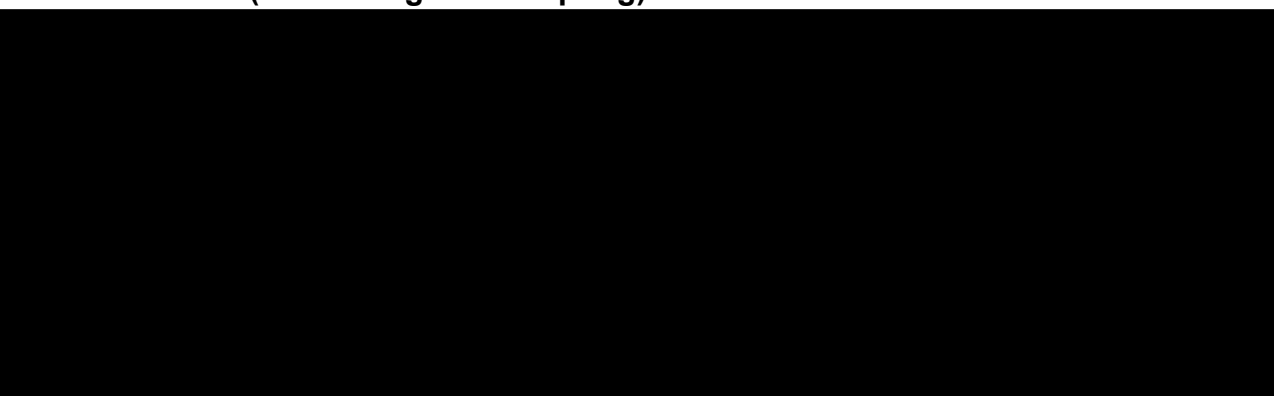
- i. Attendance: while consistently achieving critical mass, the relatively high frequency of sessions combined with competing priorities has meant not all sessions were as well attended as hoped.

- ii. Depth & relevance: sessions to date have involved bringing the DDG together in London and bringing in world leading external speakers, however not all topics have had the same resonance with all participants, and in addition there's a hope that DLLP v3 could include more immersive, in-depth sessions which facilitate significant mindset shifts.
- iii. Scale: whilst had good engagement with the DDG, knowledge trickledown alone to up-skill the next levels of the organisation cannot be relied upon.

2. Overview



3. Measurables (Monitoring and Adapting)



4. Acceptance Criteria

The Supplier will submit a record of activities completed ('a deliverable report') over the agreed period, in a mutually agreed format. The Buyer, acting reasonably will provide written acceptance or rejection to the Supplier within five (5) business days after the receipt of the deliverables report. In the absence of any such notice, the relevant deliverable(s) shall be deemed accepted by the Buyer.

DLLP is an adaptable and flexible programme, to suit the requirements of Defence and maximise the availability of the target cohort. As such, overall scheduling and contract management is done in conjunction with 2PUS and MOD CIO (or their suitably authorised outer office representatives). For each DLLP session, the Sponsor (nominated and agreed in conjunction with 2PUS/MOD CIO) works closely with BCG to ensure a highquality session and is engaged in all elements of the design and delivery. Conclusion of each individual masterclass will be the trigger point for invoicing.

1-2 Star DS4D Leaders upskilling programme including the RN/RAF Directors' Course, will be signed off when The Boston Consulting Group present a single report at the end of the 6-week sprint to the satisfaction of DS4D SRO, which will be the trigger point for invoicing.

5. Proposed Team

Named supplier staff will include Alastair Flanagan, Louis Watt, and Nadjia Yousif. The supplier will also continue to draw on experts across it's global network at no extra charge, such as Debbie Lovich (Head of leadership and talent development work), and Antoine Gourevitch (data and digital platforms and emerging technology).

Item	Name of Deliverable, Delivery Date & Payment Details	Qty
2.1.1	DDLpv3 Programme delivery, design & planning (4 October 2024 to 30 September 2025) Execution and delivery of Programme scope above and delivery of 12-month programme across 6 Masterclasses. Masterclasses will be paid on successful completion, according to acceptance criteria, and are anticipated to be scheduled every 2-3 months from contract commencement at a cost of £63,891.00 per session. Total limit £383,346.00 (ex-Vat)	1

2.1.2	RN/RAF Directors' Course Execution and delivery of course programme scope on the 12th November 202 Course cost is included in the price for the 1-2 Star DS4D Leaders programme below.	1
2.2.1	1-2 Star DS4D Leaders Upskilling Programme delivery, design & planning (4 October 2024 to 30 November 2024) Execution and delivery of Programme scope above and delivery across 6-weeks. Programme activities will begin at contract commencement and complete mid-November when milestone payment of Total Value £366,810.00 (ex-VAT) will be due once acceptance criteria met.	1

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

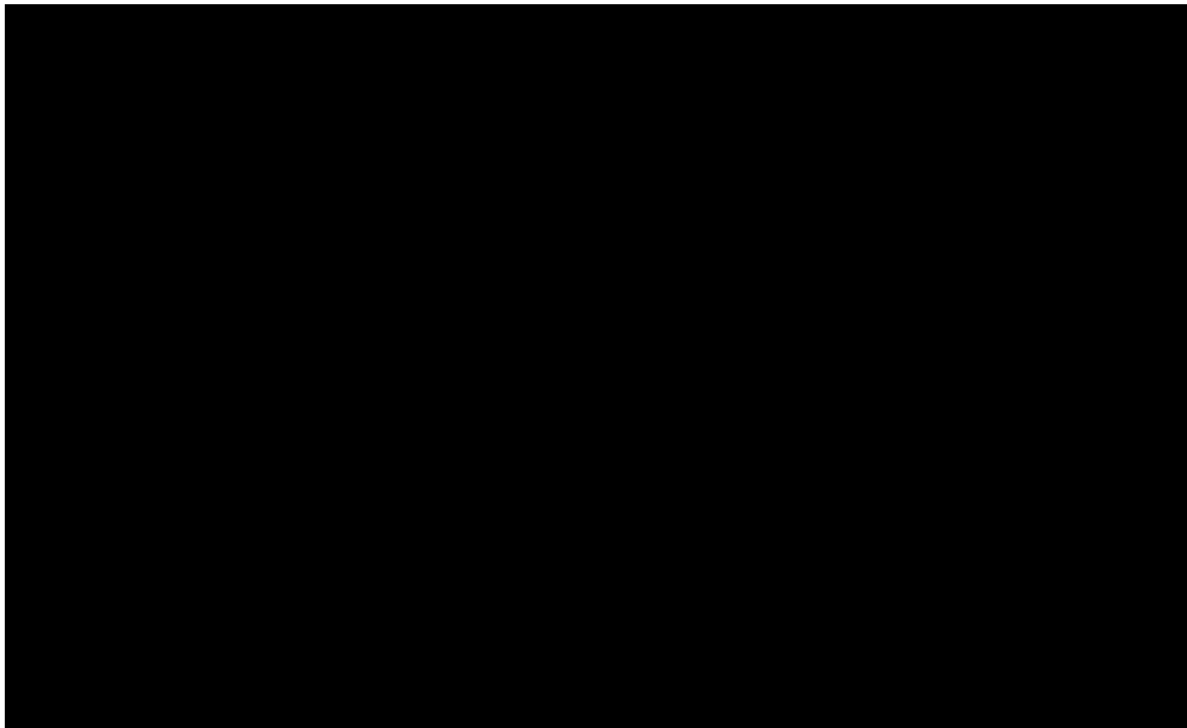
The Estimated Year 1 Charges used to calculate liability in the first contract year are: £750,156 excluding VAT

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)



Reimbursable expenses

As stated in Special Term 3 No provision for Travel and Subsistence is included in this contract.

Payment method

The payment method for this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

The professional fees are £750,156.00 (seven hundred and fifty thousand and one hundred and fifty-six pounds sterling) Ex.VAT,

Buyer's invoice address

MOD Corsham
Spur B2
Bldg 405
Westwells Road
Corsham
SN13 9NR

Buyer's authorised representative

Buyer's security policy

DEFCON 658 - the Cyber Risk Level has been assessed as 'Very Low' (RAR: 240912A03). The supplier must complete a Supplier Assurance Questionnaire (SAQ) and provide a valid Cyber Essentials Certificate.

Supplier's authorised representative & contract manager

Progress report frequency

The Supplier is to engage with the Authority on progress against plan, including via a mid-programme review March 2025 (Month 6) and August 2025 (Month 11).

Progress meeting frequency

The Supplier is to engage with the Authority on meeting frequency as part of the initial 6-week sprint to baseline and design the programme.

Key staff

Key subcontractor(s)

Not applicable

Commercially sensitive information

All commercial rates, details of team / resources and proposed approach. Supplier's proposal letter and pricing contained in proposal.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

To be provided upon 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: [Redacted]

Name: [Redacted]

Role: [Redacted]

Date:

For and on behalf of the Buyer:

Signature: [Redacted]

Name: [Redacted]

Role:

Date:

Call-Off Schedule 17 (MOD Terms)

1. Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions" the terms and conditions listed in this Schedule;

"MOD Site" shall include any of Her Majesty's Ships or Vessels and Service Stations;

"Officer in charge" shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2. Access to MOD sites

1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.

2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.

3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his

decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.

7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.

8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at

the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier.

3. **DEFCONS and DEFFORMS**

DEFCON 703 applies.

4. **Authorisation by the Crown for use of third party intellectual property rights**

1. Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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