# 

# **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: CCCC23A08

THE BUYER: Air Commercial, HQ Air Command

BUYER ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

THE SUPPLIER: Deloitte

SUPPLIER ADDRESS:REDACTED TEXT under FOIA Section 40, Personal Information

REGISTRATION NUMBER:TBC

DUNS NUMBER: 364807771

SID4GOV ID: **TBC**

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 27/07/2023

It’s issued under the Framework Contract with the reference number RM6187 for the provision of Air HQ TOM Implementation.

### CALL-OFF LOT(S):

Lot 3

### 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 can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes 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 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 7 (Key Supplier Staff)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 17 (MOD Terms)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

*(i) specified in this Contract or*

*(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

|  |
| --- |
| *Special Term 2 -* We will discuss and agree the ’s specification with you and set out its agreed proposed content, form and functionality in a specification document.  We will send you updates and drafts of the model during its development and populate it with the data you require.  We will draft user instructions including key assumptions that have been agreed with you.  Drafts and user instructions should be destroyed once they are superseded by the final version of the model, in order to avoid any confusion over version control. We will subject the model to development testing before the final draft version is sent to you for your own acceptance testing, and we recommend that you carry out your own testing on it, so you can verify that it meets your requirements. Under the model release process you will acknowledge that you have completed your acceptance testing and accept responsibility for the model, including its assumptions, input data, outputs and associated documentation.  Please note that given the nature of a model, it is not generally possible to test it to verify that it is error-free. |
| *Special Term 3 -* Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier’s independence. Supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services. |
| *Special Term 4 -* Supplier’s tender is true and accurate to the best of its knowledge and is based on the accuracy of the information supplied by the Buyer and/or on its behalf. |
| If the scope of the Services, assumptions, dependencies, content of the ITT and/or Buyer responsibilities prove to be inaccurate, the Parties will address this as a Variation. |
| Supplier Existing IPR includes any enhancements and/or modifications developed in the course of providing the Services. |
| *Special Term 6 -* The Deliverables are for Buyer’s exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. This does not affect the Buyer’s right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract. |
| *Special Term 7 -* The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it: • includes any technical vulnerability or penetration testing of the Supplier's system; and/or • may potentially breach Supplier's client confidentiality obligations; and/or • is outside the scope of services provided to the Buyer under the Call-Off Contract. |
| *Special Term 8 -* The Short Form Security Requirements apply. |
| *Special Term 9 -* Any information relating to: personal information (CV’s, contact details etc.); pricing and details of Supplier’s cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions. |
| *Special Term 10 -* Specially Written Software and New IPR shall not be created in a format which is suitable for publication by the Buyer as Open Source Software and will not be based on Open Standards. The Buyer may not publish the same as Open Source Software. |
| *Special Term 11 -* Buyer authorises Supplier to use any Subcontractor named in the Call-Off Contract (including Supplier's affiliates and group members) to process Personal Data. |
| *Special Term 12 -* Supplier shall only be accountable for failures to meet Service Levels and/or milestones where due to its act or omission. |
| *Special Term 13 -* Buyer will supply Supplier with any internal policies, codes, standards or procedures that Buyer requires Supplier complies with prior to the start of the Services.  *Special Term 14 -* Supplier must only comply with such policies, codes, standards or procedures if they do not increase the costs of the Supplier; increase the scope of the Services; or conflict with any policy or regulatory obligation of the Supplier. |
| *Special Term 15 -* Supplier shall not update, upgrade, maintain or provide new versions of any Deliverable after the date on which the final Deliverable is delivered or signed. |
| *Special Term 16 -* Where Supplier is required to use the software, products or services of Buyer's third-party vendor, the Buyer shall ensure that it has the rights to allow the Supplier to use such software, products or services and that they shall meet the Buyer’s requirements. |
| *Special Term 17 -* All processing of Buyer data shall be conducted on Buyer assets which Buyer shall be configured to prevent/minimise data loss and/or corruption. |
| Supplier will store and back up government data according to its own data storage policies. |
| *Special Term 18 -* The Deliverables, which will be RAF branded without any reference to Deloitte, and any other advice and recommendations provided by the Supplier, are for RAF’s exclusive use and are provided for the purpose set out in this Agreement. RAF may disclose Deliverables provided that (i) RAF shall in no way associate the Supplier or its personnel with such Deliverable without the Supplier’s express written consent; (ii) RAF agrees that no person other than RAF may rely on the Deliverables and/or information derived from them; and (ii) RAF agrees that no responsibility is accepted or assumed by the Supplier to anyone other than RAF.  Each Deliverable will be deemed accepted by RAF (and the Services, or the relevant part of them, completed) when it is in its final form or when RAF first makes use of the Deliverable, whichever first occurs. |
| *Special Term 19 -* We assume RAF will provide regular access to your team to work with us to steer the project, review progress, sign-off deliverables and provide relevant data (both MI input and output data, which will need to be received in a timely manner, given that workstream outputs will depend on the data that is available and provided) and provide challenge and ideas (we propose to do this by means of weekly meetings); including a regular point of contact to help resolve issues promptly outside of meeting cycles. |
| *Special Term 20 -* Any project timeline is indicative and intended solely for planning purposes and will depend on all parties fulfilling their responsibilities as set out, including timely provision of accurate information. |
| *Special Term 21 -* We assume that no significant issues arise in relation to the sourcing and availability of quality input data for the workstreams. |
| *Special Term 22 -* Call-Off Schedule 3 (Continuous Improvement) will not apply for this Call-Off. |
| *Special Term 23 -* For Call-Off Schedule 10 (Exit Management) the Supplier shall be permitted to use its standard template for exit services, subject to appropriate Customer review and refinement. |
| *Special Term 24 -* Regarding the payment incentive (SoR 15.3.3) and upholding mechanism (SoR 15.4) - clarity regarding how this mechanism will be operated is requested during the contracting phase. Governance around sign off towards achieving incentive, or early indicators regarding progress towards witholding, is required. |

**Call-off start date:**  **25th September 2023**

**Call-off expiry date:**  **28th June 2024**

### Call-off deliverables:

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

### Security

Short form security requirements apply

**[and]**

Security Policy

### 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:

£9.6MEstimated Year 1 Charges of the Contract.

### Call-off charges

**Option B:** See details in Call-Off Schedule 5 (Pricing Details)

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

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

### Payment method

All Payments are to be electronically made via CP&F & EXOSTAR.

### Buyer’s invoice address

REDACTED TEXT under FOIA Section 40, Personal Information

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

**Buyer’s authorised representative**

REDACTED TEXT under FOIA Section 40, Personal Information

### Buyer’s security policy

Appended at Call-Off Schedule 9

### Supplier’s authorised representative

REDACTED TEXT under FOIA Section 40, Personal Information

### Supplier’s contract manager

REDACTED TEXT under FOIA Section 40, Personal Information

### Progress report frequency

TBC

### Progress meeting frequency

TBC

**Key staff**

### REDACTED TEXT under FOIA Section 40, Personal InformationKey subcontractor(s)

Not Applicable

### Commercially sensitive information

As per Joint Schedule 4

### Service credits

As per Attachment 3 (Statement of Requirement) Point 15 (15.4)

### Additional insurances

Not Applicable

### Guarantee

Not Applicable

### Buyer’s environmental and social value policy

Not Applicable

### 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 Call-Off 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 TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: REDACTED TEXT under FOIA Section 40, Personal Information

**For and on behalf of the Buyer**:

Signature: REDACTED TEXT under FOIA Section 40, Personal Information

Name: REDACTED TEXT under FOIA Section 40, Personal Information

Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date: REDACTED TEXT under FOIA Section 40, Personal Information