

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

### **1 Order Form**

CALL-OFF REFERENCE: **NSIGN/001-01A – 709067450**

THE BUYER: **Ministry of Defence**

BUYER ADDRESS **Defence Equipment & Support, MOD Abbey Wood, Bristol, BS34 8JH**

THE SUPPLIER: **PricewaterhouseCoopers LLP**

SUPPLIER ADDRESS: **PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH**

REGISTRATION NUMBER: **OC303525**

DUNS NUMBER: **73-336-7952**

SID4GOV ID: **SQ-XTSV59U/1**

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated **02 November 2023**. It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

### **CALL-OFF LOT(S):**

Lot 3: Complex & Transformation

### **CALL-OFF INCORPORATED TERMS**

1 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. Call-Off Special Schedule 1 (Multi-Party Agreement)
2. Framework Schedule 6 (Order Form including the Call-Off Special Terms and Call-Off Special Schedules).
3. Joint Schedule 1(Definitions and Interpretation) RM6187

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4. The following Schedules in equal order of precedence:

## **2 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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties) – NOT APPLICABLE
- Joint Schedule 8 (Guarantee) – NOT APPLICABLE
- Joint Schedule 9 (Minimum Standards of Reliability) – NOT APPLICABLE
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility) – NOT APPLICABLE

## **3 Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports) – NOT APPLICABLE
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services) – NOT APPLICABLE
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – NOT APPLICABLE
- Call-Off Schedule 9 (Security) – NOT APPLICABLE
- Call-Off Schedule 10 (Exit Management) – NOT APPLICABLE
- Call-Off Schedule 12 (Clustering) – NOT APPLICABLE
- Call-Off Schedule 13 (Implementation Plan and Testing) – NOT APPLICABLE
- Call-Off Schedule 14 (Service Levels) – NOT APPLICABLE
- Call-Off Schedule 15 (Call-Off Contract Management) – NOT APPLICABLE
- Call-Off Schedule 16 (Benchmarking) – NOT APPLICABLE
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks) – NOT APPLICABLE
- Call-Off Schedule 19 (Scottish Law) – NOT APPLICABLE
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) – NOT APPLICABLE
- Call-Off Schedule 23 (HMRC Schedule) – NOT APPLICABLE

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5. CCS Core Terms (version 3.0.10)
6. Joint Schedule 5 (Corporate Social Responsibility)
7. 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.

### **4 Call-off Special Terms**

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

#### **Special Term 1:**

The Supplier shall sign up to and comply with the terms and conditions of the NSIGN Client Support Framework Multi-Party Agreement (MPA), included as Call-Off Special Schedule 1. If any contract documents conflict, the MPA terms and conditions will take precedence.

#### **Special Term 2:**

Where additional support in relation to the Lot 1 Work Package 1 Deliverables is required beyond the Call-off initial period, there will be the option to call-off work using the Firm Price Rate Card provided. The Buyer reserves the right to recompile any additional work arising on the NSIGN Client Support Framework if not within the initial scope of the Lot 1 Work Package 1 Deliverables.

#### **Special Term 3:**

DEFFORM 711 applies. The Supplier must declare any Intellectual Property that they will be providing under this Call-Off Contract which has restrictions associated with it meaning the Supplier will not be able to provide rights as requested by the Authority. DEFFORM 711 must be completed at time of contract commencement.

#### **Special Term 4:**

### **Authorisation by the Crown for use of Third-Party Intellectual Property Rights**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority 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 Contractor

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acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

**Special Term 5:**

DEFORM 711 can be updated during the term of the Contract and the Supplier will not supply any Supplier or third party Background IPR without updating DEFORM 711.

**Special Term 6:**

Nothing in this Contract will require the Supplier to breach any applicable legal or regulatory requirement.

**Special Term 7:**

Regardless of any recommendations Supplier may make, it shall be Buyer's ultimate decision whether or not to adopt any Products or Services.

**Call-off start date:** 22<sup>nd</sup> November 2023

**Call-off initial expiry date:** 22<sup>nd</sup> November 2024

**Call-off initial period:** 12 months

**5. CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification) where technical specification is provided.

The Supplier's Deliverables are outlined within 1. PwC\_NSIGN001-01A\_Pricing Schedule-OSC along with our key assumptions. Additional assumptions and requirements on the Buyer are outlined in Figure 14 in Call Off Schedule 4. The Supplier's approach and Deliverables are set out in the Call Off Schedule 4 and subsequent clarification questions asked on 30/10/2023.

Acceptance criteria will be agreed by both parties and confirmed in writing prior to commencement of a Deliverable.

**Buyer Responsibilities**

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The Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Buyer's premises and staff. Without prejudice to clauses 2.7, 2.8 and 2.9 of the Core Terms, any information provided by the Buyer, using reasonable endeavours, shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party.

Without prejudice to the conditions contained within the Core Terms, the Supplier's ability to perform the Services is dependent upon the Buyer fulfilling its responsibilities, which include:

- being responsible for the overall programme and making all management decisions and performing all management functions;
- providing appropriate Authority oversight of Supplier's Services.
- active involvement in the Services, such that Buyer will continuously evaluate the appropriateness and results of the Services being performed and tell Supplier if and when Buyer's requirements change;
- the ownership of Deliverables, their review, approval and risk management through Buyer's governance structure, and where appropriate their implementation;
- having responsibility for the achievement of all project outcomes;
- Without prejudice to the conditions contained within the Core Terms, accepting responsibility for the results of the Services and deciding what actions (if any) to take;

### **Project Assumptions**

The Buyer agrees that the scope of Services set out in the Call-Off Deliverables section of this Order Form adequately reflects its requirements and addresses the mandatory requirements of Framework Schedule 1. The Supplier shall not be required to provide any Services that are not expressly set out in this Order Form.

Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff.

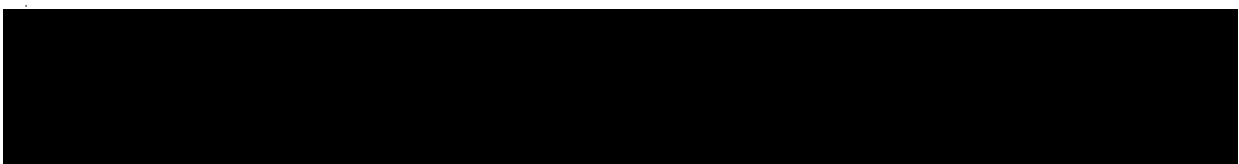
### **SECURITY**

The Supplier shall act in accordance with the Security Aspects Letter dated 08 September 2023 and the Defence Security Handbook.

## **6**

### **MAXIMUM LIABILITY**

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



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**CALL-OFF CHARGES**

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)

**8**

**REIMBURSABLE EXPENSES**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4. All travel to be in line with MOD Business Travel Policy, and Hotel Cap Rates.

**9**

**PAYMENT METHOD**

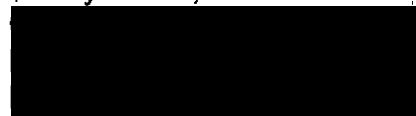
Payment will be made in accordance with Delivery Schedule at Table 2 in Call-Off Schedule 20 (Specification)

Payment shall only be made following satisfactory delivery and acceptance of pre-agreed certified Deliverables by the Authority's nominated representative.

The payment method for this Contract is the Authority's e-Payment system CP&F (Contracting, Purchasing and Finance), in accordance with DEFCON 522 (11/21).

**BUYER'S INVOICE ADDRESS**

MOD DE&S NSIGN Programme  
Abbey Wood,



**FINANCIAL TRANSPARENCY OBJECTIVES**

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**BUYER'S AUTHORISED REPRESENTATIVE**

David Skevington  
Deputy Head Commercial

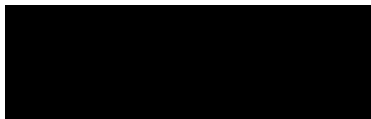
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DE&S Ships Support and Strategy Team.  
Abbey Wood,  
Cedar 0C, Mail Point 3030,  
Bristol,  
BS34 8JH

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**BUYER'S SECURITY POLICY**

Buyer's Security Policy means the Security Aspects Letter dated 08 September 2023 and the Defence Security Handbook.

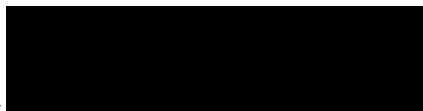
**SUPPLIER'S AUTHORISED REPRESENTATIVE**



PricewaterhouseCoopers LLP  
1 Embankment Place, London, WC2N 6RH

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**SUPPLIER'S CONTRACT MANAGER**



PricewaterhouseCoopers LLP  
1 Embankment Place, London, WC2N 6RH

**PROGRESS REPORT FREQUENCY**

Report to be submitted by the Supplier to the Buyer on a fortnightly basis in the form of a word document. To include but not limited to the following information: update of schedule, risks, issues, achievements, plans and progress on Deliverables.

Final Report(s) where required, to be submitted by the Supplier to the Buyer on contract Close Out. To include but not limited to supporting out-briefs, with any revisions required following feedback, handover of supporting data/information and any recommended LFE.

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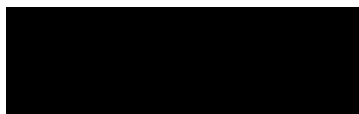
**PROGRESS MEETING FREQUENCY**

An initial contract kick off meeting will take place between the Supplier and the Buyer. The contract kick off meeting will take place in person or via MS teams, as appropriate.

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Following the contract kick off meeting, the Supplier will attend monthly meetings with the Buyer to discuss but not limited to the following: update of schedule, risks, issues, achievements, plans and progress on Deliverables. The monthly progress meetings will take place in person or via MS Teams, as appropriate.

**KEY STAFF**



PricewaterhouseCoopers LLPPwC,  
1 Embankment Place, London, WC2N 6RH

**13** **KEY SUBCONTRACTOR(S)**  
**Frazer-Nash Consultancy Limited**

**Supplier personnel and subcontractor(s)**

PA Consulting Services Limited

Supplier's teams may include contractors (which may include those operating through their own companies) as well as PwC staff.

**14** **COMMERCIALLY SENSITIVE INFORMATION**

Refer to Joint Schedule 4 Commercially Sensitive Information

**15** **SERVICE CREDITS**

NOT APPLICABLE

**16** **ADDITIONAL INSURANCES**

NOT APPLICABLE

**17** **GUARANTEE**

NOT APPLICABLE



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**BUYER'S ENVIRONMENTAL AND SOCIAL VALUE POLICY/COMMITMENT**

The Buyer's Environmental and Social Value Policy means the Social Value Model Edition 1.1, dated 3<sup>rd</sup> December 2020. Further information is available online at:

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

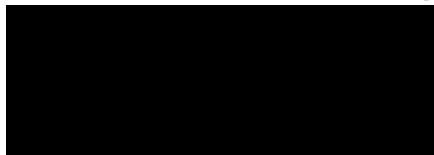
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

**18 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.

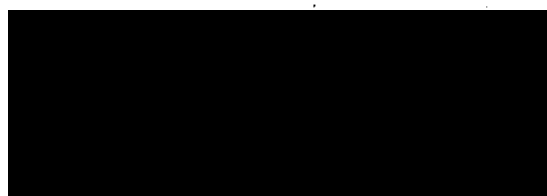
**For and on behalf of the Supplier:**



Role: Deputy Head Commercial

Date: 02/11/2023

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



Role: Partner

Date: 15 December 2023

