

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

Order Form

CALL-OFF REFERENCE: 708803451

THE BUYER: Brendan Hurrell

BUYER ADDRESS Kentigern House, 65 Brown Street, Glasgow G2 8EX

THE SUPPLIER: McKinsey & Company, Inc. United Kingdom

SUPPLIER ADDRESS: 100 Museum Street, London WC1A 1PB

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23.11.2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of support to the defence design team with the design, test, and implementation of the future Defence Operating Model.

CALL-OFF LOT(S):

Lot 3 – Complex & Transformation

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:
4. 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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 9 (Minimum Standards of Reliability)

- Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
5. Call-Off Schedules
- Call-Off Schedule 17 (MOD Terms) – See separate document with MOD's DEFCONS and DEFFORMS.
6. Call-Off Schedule 9 (Security) – Part B: Long Form Security Requirements
7. Framework Schedule 3 – Price
8. CCS Core Terms
9. Joint Schedule 5 (Corporate Social Responsibility)
10. 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:

[REDACTED]

Special Term 2: Buyer acknowledges and agrees that any results, options, data, recommendations, analyses, or other information generated by the Deliverables are dependent upon the accuracy of the information processed thereby (including as provided by Buyer), as well as upon Buyer's proper use of the Deliverables. Supplier does not supplant Buyer's management or other decision-making bodies and does not guarantee results. The Services shall not be deemed investment, legal, tax, accounting or other regulated advice. Buyer remains solely responsible for its decisions, actions, its use of the Deliverables and its compliance with applicable laws, rules and regulations. Except as otherwise stated, the Deliverables are provided 'as is', without any express or implied warranty, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Supplier shall not be obligated to maintain, support, host, update, or correct the Deliverables. Buyer guarantees that Supplier's use of information provided by Buyer as authorized herein will not violate any law or contractual right of a third party.

[REDACTED]

The Contractor shall ensure that all knowledge and information generated under this Call-Off shall vest in and be transferred to the Authority in accordance with DEFCON 703 (Edn 06/21) – Intellectual Property Rights – Vesting in the Authority (as included in Call-Off Schedule 17 (MOD Terms) as attached to this Call-Off Contract. The Contractor shall support the Authority in ensuring all knowledge and information is transferred to the Authority.

[illegible]

[Redacted content]

Call-off start date: 03.11.2023

Call-off expiry date: 01.04.2025

Call-off initial period: 18 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Call-Off Schedule 4 details the Tender Documentation. These are inclusive of all annexes and supplementary documentation. Other than the Assumptions Log which is to be reviewed with the Project team and the Supplier.

Security

Please contact the interim project security representative [REDACTED]
[REDACTED] with any security questions.

Long-form security requirements apply, in addition to MOD Specific Terms as specified in Call-Off Schedule 17 (MOD Terms), as attached to this Call-Off Contract.

For the purposes of Joint Schedule 9, the Supplier's Information Security Program Overview (previously provided to the Buyer) shall be deemed to satisfy the Information Security Management System/ Security Management Plan requirements and shall serve as the Supplier's Security Management Plan.

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:
£ 4,533,100.58

Estimated Year 1 Charges of the Contract.

Call-off charges

Fixed Term Price as broken down in Framework 3 – Price: £ 6,033,550.00 (Ex VAT)

This charge is inclusive of all expenses to the sites listed in the tender:

MOD Main Building London, Whitehall, SW1A 2HB

Defence Academy, Faringdon Road, Shrivenham SN6 8LA

All changes to the Charges must use procedures that are equivalent to those 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

Reimbursable expenses

The Supplier's Charges includes expenses to the following locations:
MOD Main Building, London, Whitehall, SW1A 2HB
Defence Academy, Faringdon Road, Shrivenham SN6 8LA

Expenses incurred by the supplier to other locations will be discussed on a case-by-case basis as per the requirement, evidence of the expenses and current rates supplied by the authority.

Payment method

Payment will be made to the Contractor through the MODs CP&F system upon satisfactory completion of each Deliverable.

Buyer's invoice address

N/A – CP&F being used to process payments.

FINANCIAL TRANSPARENCY OBJECTIVES and KPIs

The Financial Transparency Objectives and key performance indicators to this Call-Off Contract will be agreed between Supplier and the MOD project team in the introductory meeting.

Buyer's authorised representative

[REDACTED]

MOD Main Building
Whitehall, London
SW1A 2HB

Buyer's security policy

The Contractor shall observe the following Security Conditions, in accordance with Call-Off Schedule 17 (MOD Terms), as attached to this Call-Off Contract:

- a. DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements;
- b. UK Official and UK Official-Sensitive Contractual Security Conditions (in accordance with Appendix 2 to Annex 2 to Call-Off Schedule 17 (MOD Terms); and
- c. The Security Aspects Letter (SAL) at Appendix 1 to Annex 1 to Call-Off Schedule 17 (MOD Terms).

Supplier's authorised representative

[REDACTED]

McKinsey & Company, Inc. United Kingdom
100 Museum Street, London WC1A 1PB

[REDACTED]

Turner and Townsend. United Kingdom
One New Change, London, EC4M 9AF

Supplier's contract manager

[REDACTED]

McKinsey & Company, Inc. United Kingdom
100 Museum Street, London WC1A 1PB

Progress report frequency

To be confirmed at introductory meeting of the project.

Progress meeting frequency

To be confirmed at introductory meeting of the project.

Key staff

[REDACTED] McKinsey & Company
[REDACTED] McKinsey & Company

Key subcontractor(s)

Name:	Company:
[REDACTED]	Turner and Townsend
[REDACTED]	On The Mark
[REDACTED]	On The Mark
[REDACTED]	On The Mark
[REDACTED]	On The Mark
[REDACTED]	Deloitte
[REDACTED]	Deloitte

Commercially sensitive information

Supplier's Commercially Sensitive Information as per completed Joint Schedule 4.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable.

Buyer's environmental and social value policy

As per Social Value Policy.

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:

[Redacted Signature]

[Redacted Name]

Role: Partner, contractual lead for the Defence Design Delivery Partnership

Date: 22nd November 2023

For and on behalf of the Buyer:

Signature:



Name: Brendan Hurrell

Role: Commercial Business Partner: DGFin, COO, DGCommercial, DG Del Strat

Date: 23/11/23