

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

Order Form

CALL-OFF REFERENCE: 710551450

THE BUYER: Ministry of Defence – Defence Digital

BUYER ADDRESS F1, Building 405, MOD Corsham, Westwells Road,
Corsham, SN13 9NR

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: 1 New Street Square, London, EC4A 3HQ

REGISTRATION NUMBER: OC303675

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28/03/2024. It's issued under the Framework Contract with the reference number RM6187 for the provision of Management Consultancy Framework Three (MCF3) – Lot 3.

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 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 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

Special Term 1: 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.

Special Term 2: No Deliverable Quality Plan is required reference DEFCON 602B.

Special Term 3: Concessions shall be managed in accordance with Def Stan. 05061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Special Term 4: 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

Special Term 5: Security - The Supplier confirms that Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables hold a valid SC Security Clearance prior to commencing work under the contract and maintain it throughout the duration of the contact.

Special Term 6: Working Arrangements - A hybrid arrangement will be in place consisting of both travel to MOD Corsham base at least 60% of the week and remote working. Supplier staff will be expected to attend meetings within standard office hours.

Special Term 7: IR35: off-payroll working rules apply to this engagement.

Special Term 8: Risk Assessment Ref: RAR-300894788. Cyber Risk Profile: High Tenderers for this contract must be instructed to complete a Supplier Assurance Questionnaire (SAQ). The tender documentation will need to include the Risk Assessment Reference and Cyber Risk Profile, and Tenderers should complete their SAQ using the [SAQ Form](#)

As the Cyber Risk Profile for this Risk Assessment is High, Tenderers will need to complete a Risk Assessment for each subcontracted element of this work.

Special Term 9: Insert Clause 10.5A into the Terms as follows: "The Buyer acknowledges, accepts and agrees that the Supplier is a regulated person. The Supplier may terminate a Call-Off Contract on written notice to the Buyer if the

performance of any part of the Services would conflict with any Law or any professional rules or regulatory independence obligations that are applicable to the Supplier”.

Special Term 10: Add the following sentence to the end of Clause 2.10 of the Terms: “The Buyer acknowledges, accepts and agrees that the Supplier’s tender is based on the accuracy of the information supplied by the Buyer or on the Buyer’s behalf”.

Special Term 11: Add the following to the end of Clause 2.7 of the Terms: “However, without prejudice to Clauses 2.8 and 2.9, if (a) the scope of the Services proves incorrect, incomplete, or inadequate to meet the needs of the Buyer; (b) the assumptions and third party dependencies set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be incorrect or unfulfilled; (c) the content of the invitation to tender for the Call-Off Contract is incorrect, inaccurate or incomplete; and/or (d) the responsibilities of the Buyer set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be inaccurate, incomplete or otherwise unfulfilled in whole or in part by the Buyer, then, in each case, the Parties will agree a Variation to the Call-Off Contract”.

Special Term 12: In Joint Schedule 1 (Definitions), the definition of Existing IPR in paragraph 1.4, shall be deleted and replaced with the following:

“any and all IPR owned by, or licensed to, either Party and which is developed independently of the Contract (whether prior to the Start Date or otherwise) including any enhancements or modifications to such IPR developed in the course of providing the Services;”.

Special Term 13: The Buyer shall not require any Supplier staff to enter into a direct confidentiality agreement under, or in connection with, this Call-Off Contract.

Call-off start date: 02/04/2024

Call-off expiry date: 31/05/2024

Call-off initial period: 2 months

Call-off extension period: 3 x 6-month options

Supplier Staff will be entitled to any absence(s) as agreed between the Parties.

Buyer is responsible for third parties selected by it (including management of their performance, timeliness, and quality of their input and work).

Call-off deliverables:

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

The Deliverables are for the 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.

Security

Short form security requirements apply.

MoD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. This is available online at [SAOP](#)

[1 Corsham Security Standing Orders.pdf \(sharepoint.com\)](#). This can be viewed on MODNET.

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.

All processing of Buyer data shall be conducted on Buyer Assets which Buyer shall configure to prevent/minimise data loss and/or corruption.

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: [REDACTED] ex VAT.

Call-off charges

See below and 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)

TOTAL				[REDACTED]
Grade	Names	Daily Rate (£ exc VAT)	Number of days	Total
Managing Consultant/ Director	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Principal Consultant/ Associate Director	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Senior Consultant/ Engagement Manager/ Project Lead	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Consultant				
Travel and Subsistence				

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

The payment method of 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 onboarding) on the Contracting, Purchasing and Finance (CP&F). Supplier to send weekly timesheets and monthly invoices to Project Manager.

Buyer's invoice address

Invoices must be issued via CP&F - Copies of invoices to be sent in parallel, for reference to the buyers authorised representative below.

Buyer's authorised representative

Supplier's authorised representative

Supplier's contract manager

Progress report frequency

Monthly reports into the Project Manager.

Progress meeting frequency

Weekly meeting via MS Teams and a full review in person at the end of each month.

Key staff

██████ and ██████ are the main delivery resource. ██████ will be supporting as a Technical SME, and ██████ as Change SME.

If Supplier provides surge resource, the responsibility is with the Supplier to fill their staffs' gaps in understanding, and any internal handovers will be on Supplier time.

Key subcontractor(s)

N/A

Commercially sensitive information

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.

Buyer's environmental and social value policy

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019.

This is available online at [20190625-EMS Corsham Site June 2019 Document \(1\).doc \(sharepoint.com\)](#). This can be viewed on MODNET.

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.

Financial transparency objectives

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

Additional insurances

Not applicable.

Guarantee

Not applicable.

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 03.04.2024

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 03.04.2024