

## Crown Commercial Service

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### Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

#### Order Form

Call-off reference:	<b>PS055: Digital Leadership Learning Programme 2.0 (DLLP) 2.0</b>
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

17 February 2022

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 can not 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;

Cyber Risk Level has been assessed as 'Low' (RAR: 733394320). The supplier must complete a Supplier Assurance Questionnaire (SAQ). Valid Cyber Essentials certificate required.

Security Aspects Letter (SAL) dated 14 February 2022. Supplier acknowledges and complies with SAL.

IR35 – This is considered a managed service. Therefore the Authority is not the determining party.

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:** 01 March 2022

**Call-off expiry date:** 31 March 2023

**Call-off initial period:** 13 months

**Call-off deliverables:**

**1. Context and objectives**

There is a clear imperative for UK Defence to accelerate its adoption and exploitation of digital technologies, driven by the ambitious goals of the recent Integrated Review and the pace of change in the outside world. Over the last 9 months, the DLLP has demonstrated clear value for DDG members, building a common understanding of key digital concepts and tools and leadership's role in driving digital transformation. Going forward, MOD and 2PUS would like to be even more ambitious and see potential for Defence to play a leadership role in this space across HMG.

**Key objective:**

- Design and deliver a 'DLLP v2' over the next 12-months that puts the DDG through a more immersive programme and provides the opportunity for crossHMG collaboration

## 2. Ingoing hypotheses and proposed approach

### 2.1 DLLP v2 (LeadDigital)

The overall goal of DLLP v2 is to enhance DDG members' ability to lead the digital transformation of their TLBs. The first year of DLLP focused on building awareness and excitement about digital opportunities and was delivered remotely due to Covid19 restrictions. For the second year of the programme, the priorities will be:

- Going deeper into core areas already covered (e.g. Data & Analytics, AI) and bringing new, relevant topics to the group (e.g. Human Centred Design).
- Spending more time together in person, including going beyond the classroom (e.g. site visits to a variety of players in the defence tech ecosystem (both established and start up)) and getting hands-on experience of new tech (e.g. Virtual/Mixed Reality).
- Taking more a 'learning by doing' approach, linking topics to priority work DDG members are leading in their TLBs, supported by coaching and crossHMG peer-exchange.

The proposed service will tailor all the above with individual DDG members through a combination of 'core' and 'elective' modules to ensure their commitment is both of value to them and manageable in the context of busy schedules.

Core modules will include:

- Individual objective setting, followed by progress reviews at 6 and 12 months
- 8 new masterclasses (1 every c.6 weeks) on digital topics, including off-site experiences
- A framework for 'learning by doing' that links DLLP content to priority work in TLBs

Elective modules (all delivered 1:1) could include:

- Tailored coaching from a relevant industry leader or BCG Senior Partner to apply learnings from the programme and de-risk / support one of their high priority digital programmes
- Pairing with a peer in another HMG department to do peer-to-peer learning
- Reverse mentoring from someone more junior in Defence with relevant digital experience

The supplier will conduct a 4-week design sprint during March 2022 with a view to launching DLLP v2 in April 2022. This sprint will include:

- A 1:1 session with each DDG member to ask them to assess themselves against our leadership skills framework and tailor their learning journey
- Design of the curriculum for masterclasses, one-one coaching and learning by doing

The supplier will then provide 12-months of support to deliver the programme from 01 April 2022 through to 31 March 2023.

### 3. Proposed Team

Named supplier staff will include [REDACTED], [REDACTED], and [REDACTED]. The supplier will also continue to draw on experts across its global network at no extra charge, such as [REDACTED] (Head of leadership and talent development work), and [REDACTED] (data and digital platforms and emerging technology).

Item	Name of Deliverable, Delivery Date & Details	Qty
1	<b>Programme baseline, design &amp; planning (01 March 2022 to 31 March 2022)</b> 4-week sprint support to baseline and scope programme including 1-1 sessions with each DDG member, and then design and plan the 12-month programme	1
2	<b>Programme delivery &amp; refinement (01 April 2022 to 31 March 2023)</b> Execution and delivery of a 12-month DLLP v2 programme (from commencement, 12 months of light touch BCG support alongside programme delivery)	1

See supporting detail in:

- Appendix 1: DLLPv2 – SupportingSlides SENT 121021.ppt

### 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: £774,000 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)

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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)

Item	Name of Deliverable, Delivery Date & Details	Qty	Price (Ex VAT)
1	<b>Programme baseline, design &amp; planning (01 March 2022 to 31 March 2022)</b> 4-week sprint support to baseline and scope programme including 1-1 sessions with each DDG member, and then design and plan the 12-month programme	1	████████
2	<b>Programme delivery &amp; refinement (01 April 2022 to 31 March 2023)</b> Execution and delivery of a 12-month DLLP v2 programme (from commencement, 12 months of light touch BCG support alongside programme delivery)	1	████████ per month (████████ over 12 months)
		<b>Total</b>	<b>£774,000</b>

### Reimbursable expenses

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

### 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 £774,000.00 (seven hundred and seventy four thousand and three hundred and eighty pounds sterling) Ex.VAT, billed monthly.

Value Added Tax (VAT) will be added to invoices as applicable.

### Buyer's invoice address

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

**Buyer's authorised representative**

[REDACTED]

Commercial Officer. Prof Svcs, Defence Digital.

[REDACTED]

**Buyer's security policy**

DEFCON 658 - the Cyber Risk Level has been assessed as 'Low' (RAR: 733394320). The supplier must complete a Supplier Assurance Questionnaire (SAQ) and provide a valid Cyber Essentials Certificate.

**Supplier's authorised representative & contract manager**

[REDACTED]

[REDACTED]

The Boston Consulting Group UK LLP  
80 Charlotte Street, London, W1T 4QS

**Progress report frequency**

The Supplier is to engage with the Authority on progress against plan, including via a mid-programme review around June 2022 (Month 4) and December (Month 10).

**Progress meeting frequency**

The Supplier is to engage with the Authority on meeting frequency as part of the initial 4-week sprint to baseline and design the programme.

**Key staff**

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



	
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**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: 18/02/2022

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

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 18.02.22

## **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**

Not Applicable

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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Appendix 1: DLLPv2 – SupportingSlides  
Extracted from [DLLPv2 – SupportingSlides SENT 121021.ppt]



# Digital Leadership Learning

Discussion materials

OCTOBER 2021



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## Recap of the context...

**There is a clear imperative for Defence to rapidly exploit digital technologies**

- Crucial to realising goals of the Integrated Review
- Pace of change outside Defence > inside

**Over the last 9-mths DLLP has demonstrated the value of leadership learning for the DDG**

- Common understanding of key concepts and tools
- Better idea of challenges faced at the coalface

**There is an opportunity for Defence to lead HMG on the depth and impact of digital upskilling**

## ...and objectives

- A** A new, more immersive programme for the DDG that demonstrates Defence leadership x-HMG
  - Programme for next 12mths
  - Wider range of learning settings (e.g. practical, peer-to-peer etc.) to support move to action
- B** A mechanism to create digital learning journeys for broader Defence
  - For 1-2\* leading projects/progs.
  - For digital specialists
  - For the wider organisation



## Each cohort requires distinct approach



**DLLP 1.0:**  
*Inspiring & building awareness*



- Establish the case for digitally enabled change
- Expose leaders to the art of possible in digital and build excitement
- Build understanding of core digital and data topics and disruptors
- Masterclass-based format aimed to drive awareness

**DLLP 2.0:**  
*Adapting to become digital leaders*



- Go beyond the classroom to understand how to make digital a reality and how to lead this change
- Not just training, but embedding in real work through coaching, 'learning by doing' and peer exchange
- Co-designed with and highly personalised to needs of each DDG member
- Sequenced to ensure total commitment manageable over year



## A 'Selling' the new programme to DDG will be critical to drive engagement

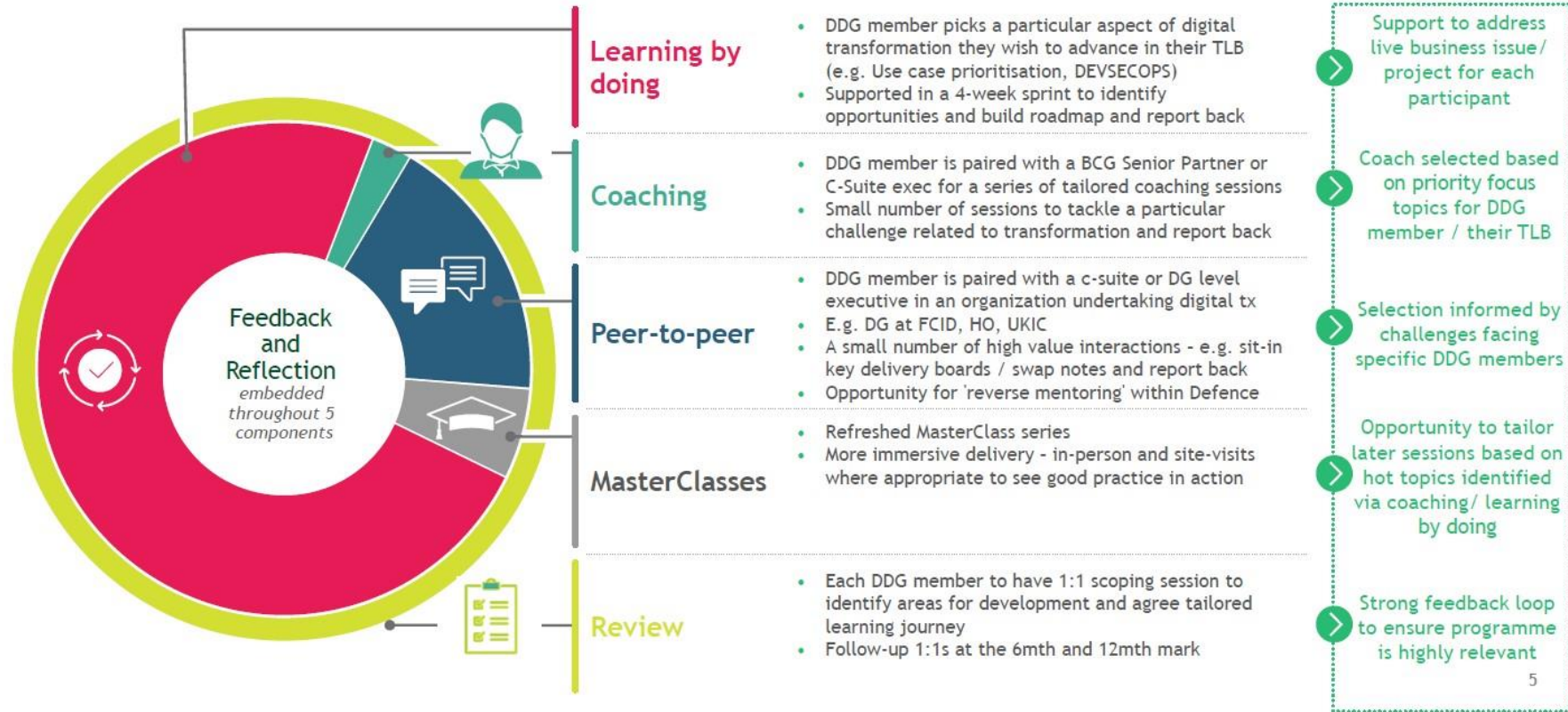
### Emphasis on unique value-add to DDG members

- ✓ **Practical support** for their day-job and current pressing challenges in their TLBs
- ✓ Highly relevant **speakers and individual coaches**, selected based on the specific issues and opportunities facing DDG
- ✓ Opportunity to **build relationships** within the DDG group and cross-HMG
- ✓ Ability to **tailor and customise** based on individual needs and available time commitment

### Supported by a tailored set of comms materials



**A DLLP 2.0 will leverage full range of capability building techniques**  
Tailoring will ensure highly relevant for individual DDG members



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**A Learning journeys tailored to each DDG member**  
*To be adapted as needed to each DDG member*



A Potential content for DLLP 2.0 masterclasses (illustrative)



Customer journeys & Human Centred Design (HCD)

DDG members will explore the principles of customer journey mapping and HCD through an immersive VR experience, and learn how to apply these to Defence's context (e.g. Mission Threads)



Digital use cases and prioritisation

DDG members will explore how a use-case based approach to data and digital exploitation accelerates delivery and increases value. This could include a site visit to DDP industry leader (e.g. KLM)



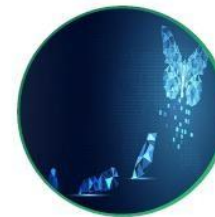
Governance and Funding in Digital Transformation

DDG will visit HSBC and learn directly from their senior team what it took to digitally transform a legacy organisation, including a specific focus on governance and funding models



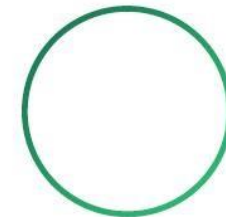
Applying new ways of working

This simulation-based training will expose the DDG to Agile ways of working. This will include exposure to iterative ways of working, customer proximity, focus on value, and team empowerment.



Implementing a Digital Transformation

DDG will visit one of Renaults Digital Centres, to see how this 170k FTE industrial organisation is managing a Digital Transformation that has already created fBns of value

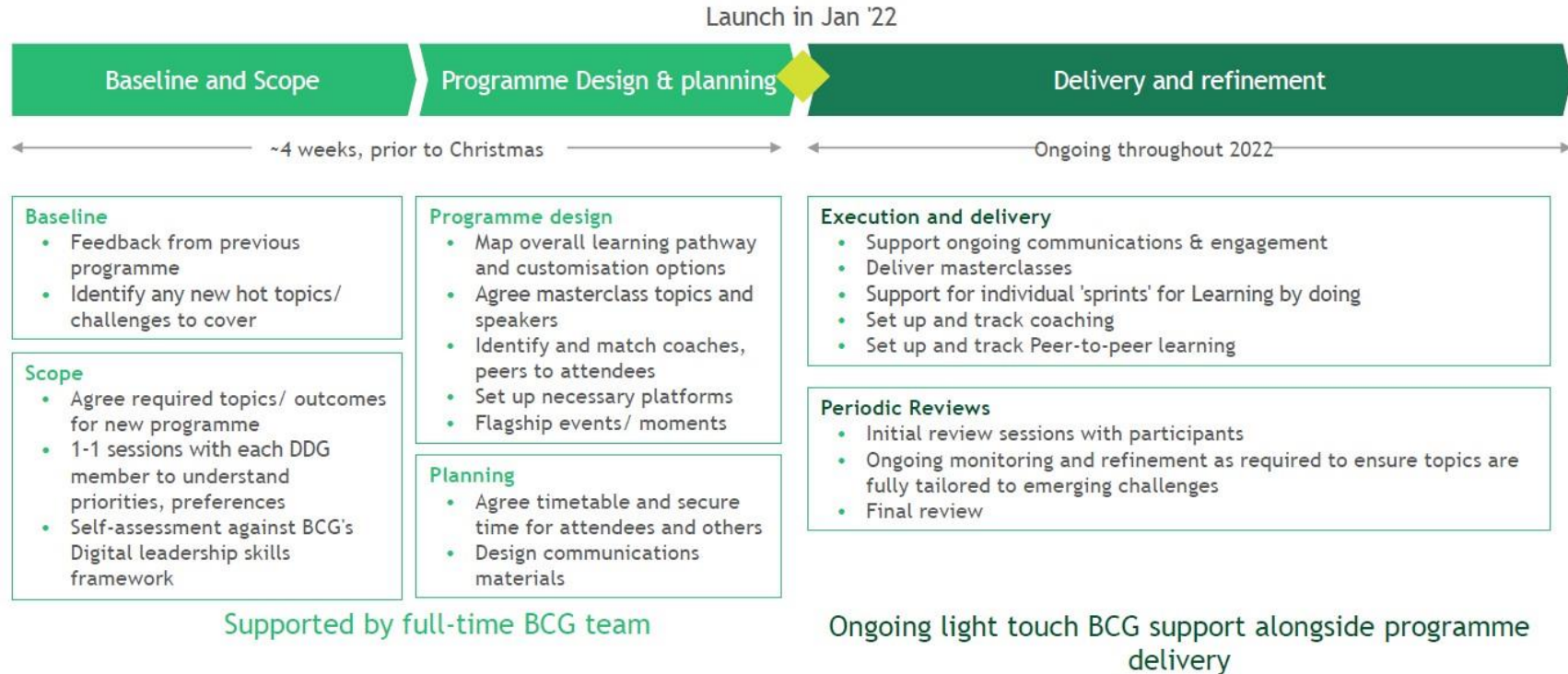


...

*Further sessions in the curriculum can be tailored to DDG requirements and organisational priorities*



## A DLLP 2.0: Overview of our proposed approach to design and delivery



## Each cohort requires distinct approach



## B Digital learning journeys for broader Defence

### Clear need for Digital Learning beyond the DDG

- At the Star-ranks and SCS levels to enable people to lead Digital project and programmes
- At all levels - to provide a basic introduction to key tools and practices of digital

### The landscape of learning is complex

- ACSE, HSCE, Cyber Academy, Business School, Defence Leadership center
- Multiple reviews - PME Review, Digital Professions

### To address this - three opportunities to broaden digital upskilling

1. A tailored set of journeys for key star-rank/CSC sub-cohorts to enable them to manage digital projects and programmes
2. A more "self-serve" model for the whole org, leveraging BCG, DEFAC, Coursera and other online content coupled with certification
3. Focused technical upskilling for digital professionals

## Tailored learning journeys to sub-cohorts

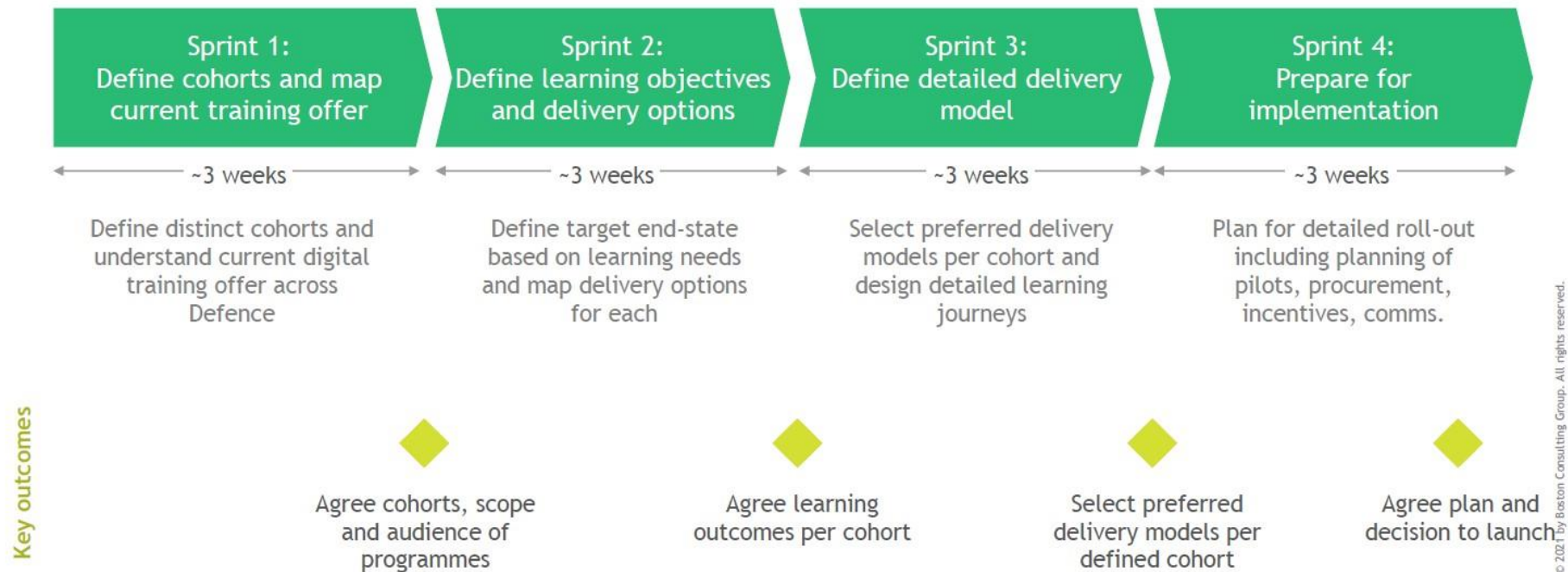


## Leveraging extensive online content



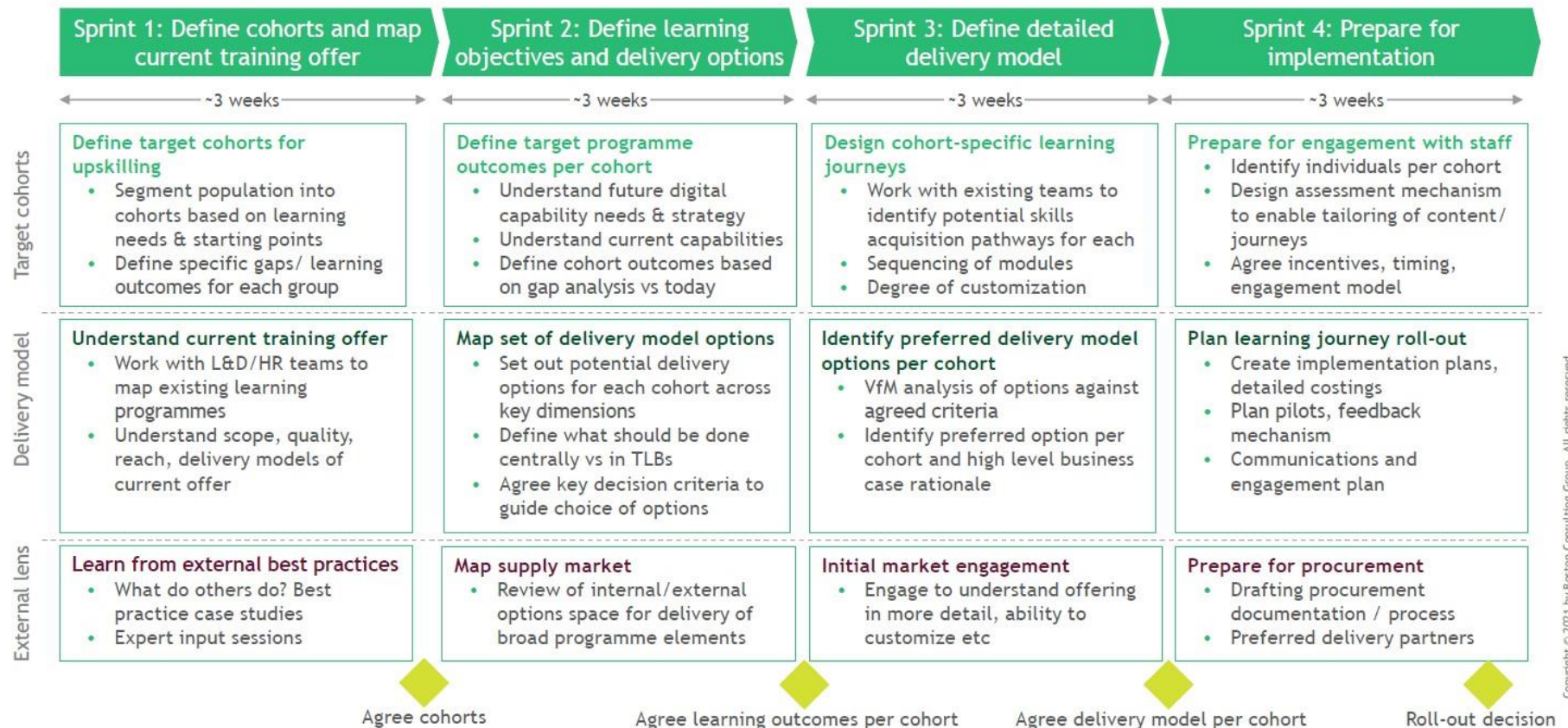


**B** Propose rapid analysis to define delivery models for wider Defence over 12 wks



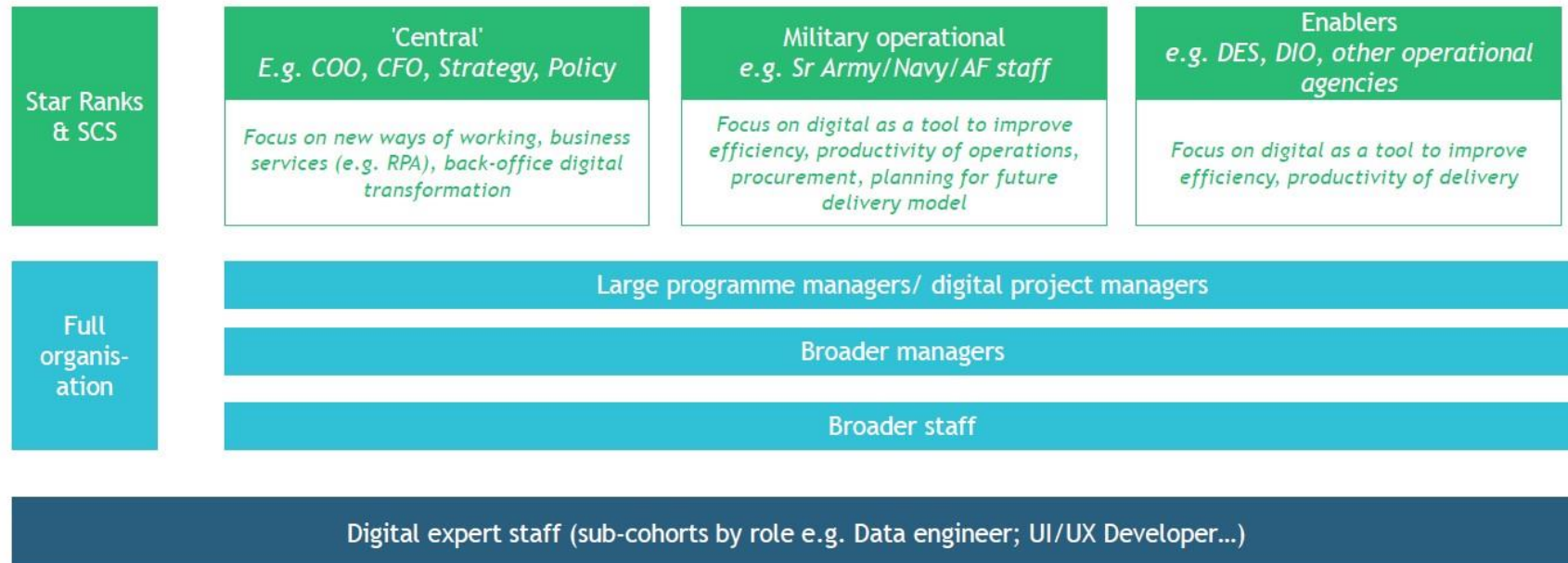


## B Overview of our proposed approach - Detailed activities



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## B Segmentation of cohorts - what could this look like?

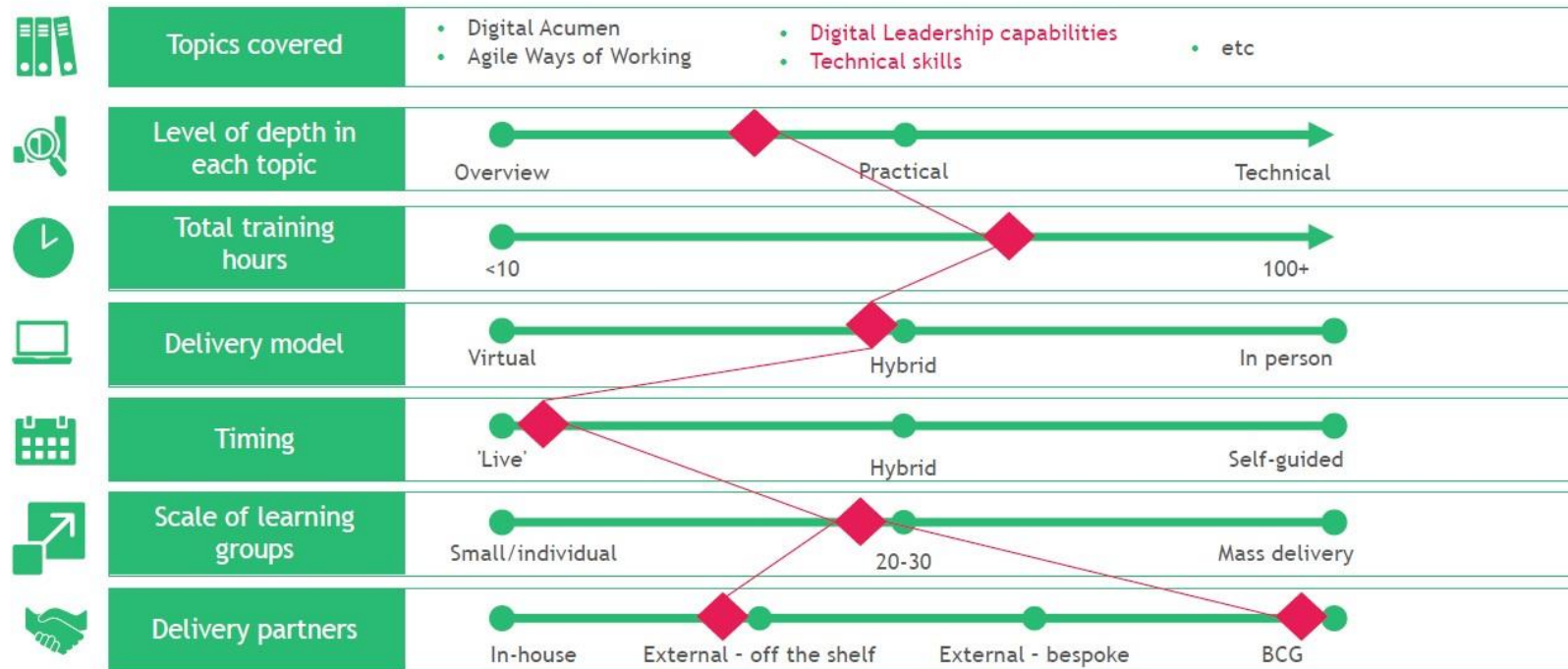


Learning journeys would include common core across cohorts, mandatory bespoke curriculum per cohort, and individually customisable elements to supplement

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## B Delivery model: Will need to design ideal model for each cohort

Illustrative  
delivery model



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## Example: Key competencies for professional digital skills

### Framework of key competencies



#### Technical competencies

- Basic technologies
- IT Infrastructure Engineering
- IT Service Management
- Application Design & Integration
- DevSecOps and concepts of CI/CD
- Coding & Development
- Intelligent Process Automation
- Cloud Engineering
- Data work: analysis, stewardship...
- Digital Business Architecture
- Cybersecurity
- Emerging Technologies



#### Project management and methods

- Digital Customer Experience
- Agile Practices
- Digital Project and Product Mgmt.
- Digital Strategy & Governance

### ~10 skills by key competency

Illustrative

Digital and technical skills for self-survey (1/21)		
Category	Skills	Description
Basic technologies	1 Office programs	Experience in using Excel, PowerPoint, Word for daily work
	2 Collaboration tools	Experience in using Slack, Virtual whiteboard, Teams, Yammer, Office online for collaboration in digital projects
	3 Tools for Agile ways of working	Experience in using Jira, Trello, VersionOne, Portfolio etc. in an Agile environment
	4 Change Management	Experience in tech change management: involving leadership, motivating teams, optimizing resources, promoting new ways of working
	5 Digital Solution Problem Structuring	Experience in identifying opportunities and blockers in digital change projects, looking for potential solutions and structuring approaches
	6 PowerApps Suite	Experience in using Microsoft PowerApps Suite to build apps, enhance apps and business processes with AI, automate workflows, empower teams to interact with data using portals...
	7 Tableau Report and Visualisation Development	Experience in using Tableau to import data, configuring reports according to team's needs, presenting dynamically using filters and other gadgets in tableau
	8 Tableau Prep Data Automation	Experience in creating data workflow Tableau Prep, combining, shaping, and cleaning data according to data source and business needs
	9 Anaplan Development	Experience in using Anaplan to model businesses, connecting data, anticipating performance and assisting decision making
	10 Data base querying (SQL)	Experience in one or several of the following elements for SQL databases (Oracle, MySQL, PostgreSQL...) - non exhaustive: (a) Knowledge and configuration of DB systems and capacity to adapt them to the operating systems (e.g., adjust database segments, define the tablespaces); (b) DB tools, data restoration tools; (c) DB connection tools and methods; (d) SQL DB languages
	11 General programming languages	Experience in coding for different purposes using general programming languages (R or Python)
	12 Microsoft Programming languages	Experience in coding using Microsoft programming languages (VBA, .NET, BAC, C#)
	13 Google programming languages	Experience in coding using Google programming languages (Google Apps Script)

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