

[INSERT CLASSIFICATION]



Ministry
of Defence

Iain McLean
Def Comcl-HO BP3-2b

Kentigern House
65 Brown Street
Glasgow, G2 8EX

Tel:
Email: iain.mclean118@mod.gov.uk

Accenture (UK) Ltd
30 Fenchurch Street
London
EC3M 3BD

FAO: Mark Smith

Your Reference:

Our Reference:
708545450

Date:
9 August 2023

Dear Mark,

Offer Of Contract 708545450 for the Provision of DPT Transformation Readiness Review – Phase 2

Crown Commercial Services Framework RM6187 (MCF3) Lot 3 – Complex and Transformation

1. The Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to **iain.mclean118@mod.gov.uk**, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the

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Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent of the right-of-use by the Authority. The lease term¹ will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](#) for further information. You will not be required to provide this for any associated asset under the Contract which is valued, when new, at less than £25,000 (subject to it not being defined as a peppercorn lease).

8. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **[the Provision of DPT Transformation Readiness Review – Phase 2]** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

Signed electronically

Iain McLean
Def Comrcl-HO BP3-2b

¹ Lease term includes:

- a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
- b. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option.

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

Order Form

CALL-OFF REFERENCE:	708545450
THE BUYER:	Ministry of Defence, Chief of Defence People
BUYER ADDRESS	MOD Main Building, Whitehall, London, SW1A 2HB
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street, London, EC3M 3BD
REGISTRATION NUMBER:	4757301
DUNS NUMBER:	73-493-9007
SID4GOV ID:	[Insert if known]

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9 August 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of DPT Transformation Readiness Review – Phase 2.

CALL-OFF LOT(S):

Lot 3 – Complex and 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:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
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

None

[Special Term 2]

[Special Term 3]

Call-off start date: 14 August 2023

Call-off expiry date: 24 November 2023

Call-off initial period: 3 months

CALL-OFF OPTIONAL EXTENSION PERIOD

Call-off deliverables:

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

Security

Short form security requirements apply

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:

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)

Reimbursable expenses

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

Payment method

Payment will be made through MoD CP&F System

Buyer's invoice address

COS to Chief of Defence People

MoD Main Building, Whitehall, London, SW1A 2HB

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

COS to Chief of Defence People

MoD Main Building, Whitehall, London, SW1A 2HB

Buyer's security policy

Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

Supplier's authorised representative

[insert name]

[insert role]

[insert email address]

[insert address]

Supplier's contract manager

[insert name]

[insert role]

[insert email address]

[insert address]

Progress report frequency

Weekly – Progress reports (Dashboard)

Progress meeting frequency

Weekly – CDP 1-2-1 with lead consultant

Weekly – Progress Meeting attended by Consultants and the SLT (or Reps)

Key staff

[insert name]

[insert role]

[insert email address]

[insert address]

Key subcontractor(s)

[insert Not applicable or insert Key Subcontractor(s) registered name)]

Commercially sensitive information

- Rate-card & any pricing information
- CVs
- Information pertaining to any Accenture assets or accelerators identified for use
- Credentials used to support demonstration of experience

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

Ministry of Defence Climate Change and Sustainability Strategic Approach - GOV.UK
(www.gov.uk)

Social value commitment

The Social Value commitments for this contract will be as per your response to the Social Value question in the ITT - Accenture's Response to MOD ITT 708545450 Technical Proposal.

Contract

Trade Compliance

Each party shall comply with all export control and economic sanctions laws (collectively, "Trade Control Laws") applicable to its performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement (collectively, "items". Without limiting the foregoing, neither party shall transfer any items: (i) to any country subject to comprehensive economic sanctions (including without limitation the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) (each a "Restricted Country"); (ii) to any party in violation of applicable Trade Control Laws; or (iii) that require government authorization to use or transfer without first obtaining: (a) the informed consent of the other party; and (b) the required authorization. Accenture may decline in its sole discretion to engage in any activity under this Agreement with any connection to a Restricted Country, or that Accenture otherwise determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under this Agreement.

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:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature: *signed electronically*

Name: Iain McLean

Role: Commercial Officer

Date: 9 August 2023

Each party shall comply with all export control and economic sanctions laws (collectively),

Call-Off Schedule 17 (MOD Terms)

1 Definitions

- 1.1 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

- 2.1 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.
- 2.2 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 a 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.
- 2.3 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

Call-Off Schedule 17 (MOD Terms)

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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.

- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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

Call-Off Schedule 17 (MOD Terms)

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3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced, the reference shall be taken as referring to the updated or replacement DEFCON or DEFFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

4 Authorisation by the Crown for use of third party intellectual property rights

- 4.1 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.

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMS form part of this contract:

DEFCONS

DEFCON No	Version	Description
005J	11/16	Unique Identifiers
76	11/22	Contractor's Personnel at Government Establishments
129J	11/16	The Use of the Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
502	05/17	Specification Changes
503	06/22	Formal Amendments to Contract
507	07/21	Delivery
513	04/22	VAT and Other Taxes
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	08/21	Corrupt Gifts and Payments of Commission
522	11/21	Payment and Recovery of Sums Due
526	08/02	Notices
527	09/97	Waiver
528	07/21	Import and Export Licences
531	09/21	Disclosure of Information
532B	12/22	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)
534	06/21	Subcontracting and Prompt Payment
537	12/21	Rights of Third Parties

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538	06/02	Severability
550	02/14	Child Labour and Employment Law
566	12/18	Change of Control of Contractor
602A	04/23	Quality Assurance (With Deliverable Quality Plan)
602B	12/06	Quality Assurance (Without Deliverable Quality Plan)
608	07/21	Access and Facilities to be Provided by the Contractor
609	07/21	Contractor's Records
620	06/22	Contract Change Control Procedure
632	11/21	Third Party Intellectual Property – Rights and Restrictions
658	10/22	Cyber The Cyber Risk Profile is Low
703	06/21	Intellectual Property Rights – Vesting In The Authority

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description
129J	09/17	The Use of the Electronic Business Delivery Form
539A	08/13	Tenderer's Commercially Sensitive Information

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

General Requirements

Scope of Requirement

CDP seeks consultancy support to advise and implement the recommendations from the Transformation Readiness Review and the decisions made at the People Committee on the 10 July, and develop and deliver the programme support to assure delivery of the People Transformation Programme. It should advise on and therefore assist with the restructuring of the DPT, to ensure that it is positioned with the necessary structure and capabilities to deliver the People Strategy at pace and provide advice and support to reorganise to successfully lead the transformation of the People Function. It will provide CDP with a better understanding on the skills within the DPT, and how to pivot the workforce towards higher value activities that clearly link to the People Strategy objectives, whilst mobilising capacity to deliver transformation at pace in a manner which assures coherence and buy-in across all FLC/TLBs. The review will seek to initiate a 'Transformation Accelerator' through achieving the following outcomes:

- Set up the Change Portfolio Team and advise on how it best sits within the existing organisational structure;
- Provide advice and recommendations on how to develop a detailed organisation design for the new matrix structure of the DPT;
- Provide guidance, support and implement selected recommendations set out in the Transformation Readiness Assessment final report;

All reports and notes are to be provided in an editable format eg. MS Word / Excel / PPT and not in PDF format.

Process

The review will run for 15 weeks, with the initial analysis of the Change Portfolio Team and change skills being completed by September 2023 and the final detailed organisation design and recommendation implementation plan both being completed by November 2023; with the supplier using methodologies and approaches within their HR transformation capability to facilitate prioritisation and reorganisation to deliver to the outcomes set out above.

The supplier will be supported by MOD personnel who will be responsible for the implementation/delivery of recommendations set out in deliverables 1,2, 3 and 4.

The base office for this work will be Main Building, Whitehall.

The final executive report shall include any LFE and recommendations as part of knowledge transfer.

Key Deliverables

Bidders are to note that all Deliverables are required in fully editable, standard formats; PDFs will be deemed not to satisfy this requirement unless agreed in advance in writing by the Authority.

Deliverable 1:

Facilitate, Support and implement Future Organisational Design of the Change Portfolio Team to accelerate transformation mobilisation

Consult with stakeholders and deliver a report including advice on:

- change skills taxonomy, including list of skills and their definitions.
- detailed assessment of change skills in the current teams seen as in scope to potentially move into the new change portfolio team.
- develop a change and agile mindset training package.
- use of OrgVue to enable this work. recommendations for proposed transformation delivery team structure
- - support and implement agreed recommendations listed in TRA deliverable report which will focus on developing a Transformation capability within the DPT

Deadline: 29 September '23

Payable: payable as a single payment on Acceptance of report.

Deliverable 2:

Develop and implement the required design principles and programme architecture / structure which assures successful deliver of the People transformation programme

Develop and set up the Transformation programme:

- Develop the design principles of the People transformation programme assuring alignment with enterprise level transformation.
- Develop the programme structure, governance and programmatic approach to deliverability of the overall Transformation vision and the individual programmes within it.

Deadline: 10 November '23

Payable: payable as a single payment on Acceptance of report

Deliverable 3:

Design and implement organisational structural reform which assures the delivery of people outcomes as agreed at the People Committee on 10 July

Consult stakeholders and deliver report including advice on:

- support and implement agreed recommendations organisational structural reform for the DPT so as to deliver people outcomes

- provide detailed organisation design of the DPT, outlining high level role descriptions which assures delivery of Whole Force by default.
- Implement the change processes required to realise the required organisational structural reform.

Deadline: 10 November '23

Payable: payable as a single payment on Acceptance of report

Deliverable 4:

Provide a fully actionable set of Recommendations suitable for use as a first draft Statement of Requirements for the purpose of procuring a Transformation Delivery Partner and Knowledge Transfer of all background information.

To ensure that knowledge and skills transfer happens throughout the project, identify the clear roles and responsibilities for the client and the supplier, and detail the skills and knowledge that you expect to transfer to MOD employees through the required engagements and how this transfer will occur.

Deadline: 10 November '23

Impact

The requirements of the Defence Command Paper Refresh (DCPR) and the subsequent direction of travel for the department will in turn have an impact on the following projects:

- Defence People Team organisation design.
- Haythornthwaite Review of Armed Forces Incentivisation (HRAFI);
- People Digital Transformation Programme (PDTP);
- Strategic Workforce Planning;
- Pan Defence Skills Framework (PDSF);
- D&I as a Coherent Programme;
- Project MINERVA;
- Flexible Workforce Structures.
- Corporate Services Modernisation.

Governance

There will be weekly progress updates provided to Chief of Defence People VAdm Phil Hally to cover emerging themes, new areas for exploration and progress to date. VAdm Phil Hally will also be responsible for formal Acceptance of the Deliverables.

Support from MoD

There will be a requirement for a commissioning letter from CDP to the stakeholders to position the purpose of the exercise.

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