

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3) LOT 6

706153451 - Selborne KPI Review

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

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

Order Form

Call-off reference:	706153451
The buyer:	Ministry of Defence
Buyer address:	Leach Building, HMS Excellent, Portsmouth, PO2 8BY
The supplier:	Deloitte LLP
Supplier address:	Deloitte LLP 1 New Street Square London EC4A 3HQ
Registration number:	12967301
DUNS number:	364807771

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 02/12/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:

Lot 6 – Procurement and Supply Chain

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 5 (Pricing Details)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 17 (MOD Terms)
 - 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.

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

Call-off special terms

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

1 The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is:

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

2 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- (i) the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- (ii) that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - a. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - b. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

3 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

4 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

5 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

Call-off start date: 2 December 2022

Call-off expiry date: 3 January 2023

Call-off initial period: 47.5 Days

Call-off deliverables:

Selborne KPI Review Report and Recommendations – Delivery by 3rd January 2023
(See details in Call-Off Schedule 20 (Call-Off Specification))

Security

Short Form Security Requirements Only Part A

Maximum liability

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

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

Payments to be made in arrears via CP&F/Exostar.

Buyer's invoice address

MOD DBS Billing: Navy Command, Leach Building, HMS Excellent, Portsmouth, PO2 8BY

Financial Transparency Objectives

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

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

Buyer's authorised representative

Redacted under FOIA Section 40, Personal Information

Buyer's security policy

As Per Call-Off Schedule 17 (MOD Terms)

The Contractor shall ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites.

Supplier's authorised representative

Redacted under FOIA Section 40, Personal Information

Supplier's contract manager

Redacted under FOIA Section 40, Personal Information

Progress report frequency

Detailed in Schedule 20 (Specification), if required

Progress meeting frequency

Detailed in Schedule 20 (Specification), if required

Key staff

Redacted under FOIA Section 40, Personal Information

Key subcontractor(s)

N/A

Commercially sensitive information

As specified in accordance with the Supplier's notification of Commercially Sensitive Data.

Service credits

Not applicable

Additional insurances

Not applicable

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

Guarantee

Not applicable

Buyer's environmental and social value policy

Not applicable

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).

Framework Schedule 6 (Order form and Call-Off Schedules)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

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: Redacted under FOIA Section 40, Personal Information

Name: Redacted under FOIA Section 40, Personal Information

Role: Partner

Date: 02/12/22

For and on behalf of the Buyer:

Signature: Redacted under FOIA Section 40, Personal Information

Name: Redacted under FOIA Section 40, Personal Information

Role: Commercial Lead

Date: 02/12/2022

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref: 706153451 – Selborne KPI Review
Crown Copyright 2018

Call-Off Schedule 5 (Pricing Details)

Table has been Redacted under FOIA Section 43, Commercial interests

TOTAL	47.5	£62,900
-------	------	---------

Contractual Assumptions to be inserted into the Order Form

- The Deliverables are for 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.
- The Parties will discuss and agree the content of the Order Form and Call-Off Contract in good faith on award taking into account the actual scope of the Services and nature of the project.
- Supplier's tender is true and accurate to the best of its knowledge and is based on the accuracy of the information supplied by the Buyer and/or on its behalf.
- If the scope of Services, assumptions, dependencies, content of the ITT, and/or Buyer responsibilities prove to be inaccurate, the Parties will address this as a Variation.
- Any project timeline is indicative and intended solely for planning purposes.
- 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.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref: 706153451 – Selborne KPI Review
Crown Copyright 2018

- The Short Form Security Requirements apply.
- The Financial Transparency Objectives are not applicable.
- 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.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

- Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	<p>1 the occurrence of:</p> <ul style="list-style-type: none">a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/orb) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and has been updated from time to time.</p>

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

Call-Off Schedule 9 (Security)

Call-Off Ref: 706153451 – Selborne KPI Review
Crown Copyright 2018

- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 Security Standards

- 3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
 - 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
 - 4.2.1.1 comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;

Call-Off Schedule 9 (Security)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

- 4.2.1.2 identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- 4.2.1.3 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.1.4 be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 4.2.1.5 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- 4.2.1.6 set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- 4.2.1.7 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted

Call-Off Schedule 9 (Security)

Call-Off Ref: 706153451 – Selborne KPI Review
Crown Copyright 2018

immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

4.4.1.1 emerging changes in Good Industry Practice;

4.4.1.2 any change or proposed change to the Deliverables and/or associated processes;

4.4.1.3 where necessary in accordance with paragraph 2.2, any change to the Security Policy;

4.4.1.4 any new perceived or changed security threats; and

4.4.1.5 any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

4.4.2.1 suggested improvements to the effectiveness of the Security Management Plan;

4.4.2.2 updates to the risk assessments; and

4.4.2.3 suggested improvements in measuring the effectiveness of controls.

Call-Off Schedule 9 (Security)

Call-Off Ref: 706153451 – Selborne KPI Review
Crown Copyright 2018

- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:
 - 5.2.1.1 minimise the extent of actual or potential harm caused by any Breach of Security;
 - 5.2.1.2 remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - 5.2.1.3 prevent an equivalent breach in the future exploiting the same cause failure; and
 - 5.2.1.4 as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

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 be obtained by the Supplier from the Officer in charge. Such certificate

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

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)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

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.

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

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:

DEFCON No	Edition	Description
DEFCON 5J	18/11/16	Unique Identifiers
DEFCON 76	11/22	Contractors Personnel At Government Establishments
DEFCON 90	11/06	Copyright
DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form
DEFCON 501	10/21	Definitions and Interpretations
DEFCON 503	06/22	Formal Amendments to the Contract
DEFCON 507	07/21	Delivery
DEFCON 513	04/22	Value Added Tax and Other Taxes
DEFCON 514	08/15	Material Breach
DEFCON 515	06/21	Bankruptcy and Insolvency
DEFCON 516	04/12	Equality
DEFCON 518	02/17	Transfer
DEFCON 520	05/18	Corrupt Gifts And Payments Of Commission
DEFCON 522	11/17	Payment And Recovery Of Sums Due
DEFCON 526	08/02	Notices
DEFCON 527	09/97	Waiver
DEFCON 529	09/97	Law (English)
DEFCON 530	12/14	Dispute Resolution (English Law)
DEFCON 531	09/21	Disclosure Of Information
DEFCON 532A	05/22	Protection Of Personal Data (where personal Data is not being processed on behalf of the Authority)
DEFCON 534	06/21	Subcontracting and Prompt Payment
DEFCON 537	12/21	Rights Of third Parties
DEFCON 538	06/02	Severability
DEFCON 539	01/22	Transparency
DEFCON 550	02/14	Child Labour and Employment Law
DEFCON 566	10/20	Change of Control of Contractor
DEFCON 602B	12/06	Quality Assurance (Without Quality Plan)
DEFCON 609	07/21	Contractors Records
DEFCON 611	12/22	Issued Property
DEFCON 620	06/22	Contract Change Control Procedure
DEFCON 632	11/21	Third Party Intellectual Property – Rights and Restrictions
DEFCON 658	10/22	Cyber
DEFCON 660	12/15	Official Sensitive Security Requirements
DEFCON 671	10/22	Plastic Packaging Tax
DEFCON 694	07/18	Accounting For Property Of The Authority

Call-Off Schedule 17 (MOD Terms)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

DEFCON 703	06/21	Intellectual Property Rights - Vesting in the Authority
------------	-------	---

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

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.

Background

The supplier will provide 3 consultants to support in a review of the Selborne KPI regime, to assess its appropriateness 18 months into the contract. The review will be completed this quarter.

The review will contain 3 broad phases:

1. Familiarisation with the extant KPI arrangements
2. Assessment of their operational integrity and appropriateness
3. Recommendations

Familiarisation with the extant KPI arrangements

To complete the review the supplier will need a full understanding of the current KPI arrangements. This will be supported by the Authority providing:

- information on how the KPI's have operated over the last 18 months
- the basis of the agreed calibration of the RAG performance thresholds
- the measures put in place for KPI 5 (Appropriate training focus) and KPI 7 (Right training experience)
- the measures put in place for KPI 8 (Team and collective training)

Recommendations

The supplier will provide a written report containing the key conclusions and recommendations from their review. The report will be in written in English and for the key deliverable under this Call Off.

Location

The contractors will be required to work in Portsmouth when needed as well as offsite in London.

Timeframe

The review will be completed within a 5 week timeline.

Exit.

The Contractor shall ensure that all Services provided are finalised in a manner which allows the Authority or any Follow-On Contractor to easily manage any subsequent requirements, should they depend on deliverables provided under this contract.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref: 706153451 – Selborne KPI Review

Crown Copyright 2018

At the end of the Contract and/or at the end of delivery of any of the Services under the Contract, the Contractor shall return any GFA and/or collect any Contractor provided equipment at no additional cost.