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Commercial  
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**RM3745 Call Off Order Form for Management Consultancy Services**

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**Provision of Consultancy Support to Voyager Value for Money  
Review**

**To**

**The Ministry of Defence**

**From  
KPMG**

**MoD Contract No: 7000010174**

**FRAMEWORK SCHEDULE 4**

**CALL OFF ORDER FORM AND CALL OFF TERMS**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Consultancy Support to Voyager Value for Money Review - **RM3745** dated **9<sup>th</sup> December 2019**

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

<b>Order Number</b>	<b>7000010174</b>
<b>From</b>	<b>Voyager Delivery Team</b>
<b>To</b>	<b>KPMG – xxx</b>

### SECTION B

#### CALL OFF CONTRACT PERIOD

<b>1.1.</b>	<b>Commencement Date: 9th December 2019</b>
	<b>Expiry Date:</b> End date of Initial Period <b>9<sup>th</sup> September 2020</b> End date of Extension Period <b>not applicable</b> Minimum written notice to Supplier in respect of extension: <b>not applicable</b>

#### SERVICES

<b>2.1</b>	<b>Services required:</b> In Call Off Schedule 2 (Services) – See Statement of Requirements
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#### PROJECT PLAN

<b>3.1.</b>	<b>Project Plan:</b> In Call Off Schedule 4 (Project Plan) Not needed for this contract
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## CONTRACT PERFORMANCE

<b>4.1.</b>	<b>Standards:</b> ISO 9001:2015 AQAP 2110 (is aligned to the ISO 9001 QMS standard)
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> xxxx – Engagement Leader xxxxx – Engagement Manager xxxx – Project Lead
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): N/A

## PAYMENT

<b>6.1</b>	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)  The Customer is only able to accept invoices submitted through its nominated electronic procure-to-pay system, and the Supplier shall register with the system and complete all required onboarding processes. The Customer will not accept, and will have no obligation to pay, invoices submitted by any other means.
<b>6.2</b>	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):

	In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Permitted - But will need to be within the overall not to exceed price</p> <p>The location of the Services will be carried out at Brize Norton, AJ House and AirTanker Offices in London, and at the Supplier's premises if required. Abbey Wood is the main location.</p> <p>The main base location will be DE&amp;S, Abbey Wood, Bristol.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>DES Voyager-Comcrl-1a</b></p> <p><b>MailPoint #1231, Walnut 2a</b></p> <p><b>MOD DE&amp;S</b></p> <p><b>Abbey Wood</b></p> <p><b>Bristol</b></p> <p><b>BS34 8JH</b></p>
<b>6.5</b>	<p><b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Until expiry of the contract 9<sup>th</sup> September 2020</b></p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p><b>Not Applied</b></p>
<b>6.7</b>	<p><b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p><b>Not Permitted</b></p>

## LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Call Off Contract Charges:</b></p> <p>The sum of £xxx ( vat inc)</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms);</p> <p>As per Clause 37.2.1 of the Call Off Terms</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 38.3 of the Call Off Terms):</p>

## TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 42.2.1(c) of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 42.7.1 of the Call Off Terms): In Clause 42.7.1 of the Call Off Terms
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b> In Call Off Schedule 9 (Exit Management)

#### SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b> See clause 35.4.8

#### OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b> Not required
<b>10.3</b>	<b>Security:</b> short form security requirements  AND

	Security Policy means the Defence Security Handbook and any additional security information, instructions or advice that the Customer may provide from time to time.
<b>10.4</b>	<b>ICT Policy:</b> Not applied
<b>10.5</b>	<b>Testing:</b> Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b> Not applied
<b>10.7</b>	NOT USED
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms): As specified by the Customer from time to time
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address and email address: DES Voyager-Comcr1a MailPoint #1231, Walnut 2c MOD DE&S Abbey Wood Bristol BS34 8JH  Supplier's postal address and email address: xxxxx KPMG LLP, 15 Canada Square, London, E14 5GL
<b>10.10</b>	<b>Transparency Reports</b> Not applied
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):</b>  <b>1. Open Source Publication</b>  The Parties agree that pursuant to clause 34.1.4 of the Call Off Terms, the Project Specific IPR, Deliverables and all materials provided by the Supplier are excluded from Open Source publication (excluded items). Clauses 34.10.1 – 34.10.3 shall not apply to such excluded items.  <b>2. Draft papers and Deliverables</b>  a) The parties agree that the Supplier will retain ownership of its drafts, notes, analyses, and other working papers prepared or

	<p>generated by it during the course of providing the Services and (to the extent required) licenses the same to the Customer for the purposes set out in this Call Off Order Form.</p> <p>b) Notwithstanding any other provision of this Call Off Contract, except where required by the Freedom of Information Act 2000, the Customer shall not:</p> <ul style="list-style-type: none"> <li>i) attribute any non-Supplier branded Deliverable to the Supplier; or</li> <li>ii) make reference to the Supplier's role in the provision of any non-Supplier branded Deliverable;</li> </ul> <p>in each case without the Supplier's prior written consent.</p> <p>c) Where the Customer transfers, discloses or sub-licenses any Deliverable to any third party, it shall inform such third party that, to the fullest extent permitted by law, the Supplier accepts no responsibility or liability to them in connection with the same and shall procure that any third party does not make any claim against the Supplier in this regard.</p> <p><b>3. Audit Independence</b></p> <p>The Supplier may terminate this Call Off Contract upon such period of written notice as is reasonable in the circumstances if there is a change of law, rule, regulation or professional standard or circumstances arise that would prejudice the Supplier's ability to comply with applicable auditor independence requirements provided that the Supplier shall use reasonable endeavours to mitigate the impact of any such circumstances and seek a work-around solution with the Customer, prior to issuing any notice of termination.</p> <p><b>4. Personal Information</b></p> <p>Customer shall not pass any personal data to the Supplier</p>
10.12	<p><b>Call Off Tender:</b></p> <p>In Call Off Terms Schedule 16</p>

<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In accordance with clause 36.3.2
<b>10.14</b>	<b>Staff Transfer</b> Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
<b>10.15</b>	<b>Processing Data</b> Not applied
<b>10.16</b>	<b>MOD DEFCONs and DEFFORM</b> DEFCON 15 (Edn 02/98) - Design Rights and Rights to Use Design Information DEFCON 129J (Edn 18/11/16) - The Use of the Electronic Business Delivery Form DEFCON 507 (Edn 10/18) – Delivery DEFCON 516 (Edn 04/12) – Equality DEFCON 526 (Edn 08/02) – Notices DEFCON 529 (Edn 09/97) - Law (English) DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law) DEFCON 531 (Edn 11/14) - Disclosure of Information DEFCON 532B (Edn 05/18) - Protection of Personal Data DEFCON 538 (Edn 06/02) – Severability DEFCON 539 (Edn 08/13) – Transparency DEFCON 566 (Edn 12/18) - Change of Control of Contractor DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)

## **FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms 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.**

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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

Name and Title	xxxx – Director, KPMG
Signature	
Date	16/12/2019

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

Name and Title	xxxxxx DES AS-Voyager- Comrc1a
Signature	
Date	09/12/2019