

Crown Commercial Service

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

This document includes guidance that you will need to edit or delete before finalising this order form.

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

Order Form

Call-off reference: **PS029: Education & Skills Work Package**

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: Korn Ferry (UK) Limited

Supplier address: Ryder Court, 14 Ryder Street, London, SW1Y 6QB

Registration number: 8513193

DUNS number: 21-940-0753

Sid4gov id: 211578638

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

4 January 2022

This Call-Off Contract comes into force on the date both parties have signed the Call-Off Contract. Notwithstanding that, the parties acknowledge that the Supplier has been carrying out the Services at their own risk from 04.01.22 ("the Commencement Date") and agree that the contractual terms set out in the Call-Off Contract will apply to such Services already provided from the Commencement Date.

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

Call-off lot:

5

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:

[Buyer guidance: delete any Schedules you do not need for this Call-Off Contract]

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 9 (Security)
- Call-Off Schedule 17 (MOD Terms)
- Call-Off Schedule 18 (Background Checks)

4. CCS Core Terms (version 3.0.10)
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.

1 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;

Cyber Risk Level has been assessed under RAR - TBC

Security Aspects Letter dated 31st January 2022. Supplier acknowledges and complies with SAL.

IR35 does not apply as the supplier has confirmed all workers relating to the delivery of this assignment are on the supplier's employee payroll.

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:

Call-off start date: 4 January 2022

Call-off expiry date: 29 April 2022

Call-off initial period: 4 months

Call-off deliverables:

Capabilities we will utilise for delivery

Throughout this engagement, we will use our market-leading capabilities including digital assessment tools and people experience that span the breadth of people strategy, including Performance & Reward, OD & Culture, Talent, Attraction & EVP, and DE&I.

The Korn Ferry Intelligence Cloud is made up of 4 billion data points including: 550M+ candidate profiles, 70M assessments, rewards data for 26M people at 25,000 companies, across more than 150 countries, and engagement data on 8M employees and 700+ companies. This data and understanding is unique in the marketplace, and will be a critical enabler to successful delivery.

We will utilise Faethm, the only SaaS platform trained on billions of data points to make AI-powered predictions of the future, to, in a matter of days, assess both the current skill level of digital team members across a set of areas, and their innate potential to support future state team composition and structure. We are the exclusive UK Government partner for Faethm.

Our in-depth understanding of Defence, the digital landscape, and the future of warfare will enable us to translate people strategy to hard-hitting, practical recommendations that move the needle on successful outcomes and identification of quick wins.

Key activities and deliverables

Korn Ferry will deliver a pilot that highlights how to best to deliver a digital skills programme in support of creating an empowered, skilled and agile Digital Function that drives Multi-Domain Integration and Defence Transformation.

This pilot will be run in four phases:

Phase 1: Baseline and Align - [REDACTED]

The focus of this phase is to identify and align stakeholders, and collate a picture of current Digital capabilities and skills within the HLB (or part of).

Key activities:

- Establish core working teams and project governance
- Identify and agree stakeholders, their groupings, and how we will engage with them
- Brief stakeholders and start the engagement process including ways of working through mobilisation session
- Collate and upload workforce data from HLB (or part of) into Faethm platform to build bottom-up, baseline picture of current capabilities and skills

Deliverables for 17 Jan

1 As-is Digital workforce representation of current skills and capabilities across the Defence Digital HLB, codified on a digital platform

Phase 2: Critical Needs - [REDACTED]

The focus of this phase is to define future capability and skill needs in the HLB.

Key activities:

- Gather inputs to inform future needs e.g., North Star, Main Effort, Digital Strategy for Defence, etc.
- Run Faethm analysis for capability and skill needs, incl. automation & augmentation
- Iterate top-down view in working session(s) with a cross-functional working group, refining analysis with the HLB/Directorates

Deliverables for 31 Jan

- Aggregated future workforce representation

Phase 3: Skill Gaps - [REDACTED]

The focus of this phase is to assess the magnitude of gaps in critical skills and capabilities, start early wins (no regrets) identified during the HLB pilot.

Key activities:

- Conduct gap assessment of critical skills and capabilities over time to understand workforce pinch points and over capacity
- Define 'In-house' vs. 'Outsourced' that meets Establishment structure
- Share and iterate initial view of critical gaps and surplus within the HLB
- Refine the bottom-up picture of prioritised gap closure requirements, using scenarios to stress-test analysis in working session(s)
- Identify gap closure strategies to investigate post DISC utilising the Korn Ferry Intelligence Cloud

Deliverables for 7 Feb

- Heatmap of capability needs and speciality skills across HLB

Phase 4: Skills Transformation Programme Plan - [REDACTED]

The focus of this phase is to submit findings to DISC, refine workforce planning approach and define programme plan for workforce transformation.

Key activities:

- Co-create and finalise DISC submission and socialise findings
- Refine workforce planning approach based on pilot for scale-up to Digital across Defence
- Develop detailed programme plan for workforce transformation, including critical path for gap closure, reflecting boundary conditions from People Strategy and Defence assets
- Mobilise quick win delivery
- Hold working session(s) to align critical stakeholders on the programme plan and activate the transformation

Deliverables for 15 Feb

- DISC paper highlighting critical skill gaps, and initiatives to bridge these gaps through quick wins and a wider skills transformation programme
- Refined approach for workforce planning in Defence, and a programme roadmap including critical path

All timelines are subject to:

- Availability of support from DD (at least two FTEs)

- Timely availability of data requested (critical path)

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

£442,200.00 Ex. 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)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

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

Payment method

The professional fees are £442,200.00 (four hundred and forty two thousand, two hundred pounds sterling) Ex.VAT, billed monthly as follows:

Month 1: [REDACTED] Ex. VAT
 Month 2: [REDACTED] Ex. VAT
 Month 3: [REDACTED] Ex. VAT

Unless otherwise stated in this Call Off Contract, all invoices will be due for payment 30 days after the date of invoice.

Unless otherwise required by law, Korn Ferry will apply a service charge of one and a half percent (1.5%) per month for past due amounts.

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

[REDACTED]

Buyer's security policy

To be provided on request.

Supplier's authorised representative

[REDACTED]

Senior Client Partner

[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Supplier's contract manager

[REDACTED]

Senior Principal

[REDACTED]

Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Progress report frequency

N/A

Progress meeting frequency

Weekly

Key staff

[REDACTED]

Senior Client Partner

[REDACTED]
Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
Senior Client Partner
[REDACTED]
Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
Associate Client Partner
[REDACTED]
Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
Senior Principal
[REDACTED]
Ryder Court, 14 Ryder Street
London, SW1Y 6QB

[REDACTED]
Principal
[REDACTED]
Ryder Court, 14 Ryder Street
London, SW1Y 6QB

Key subcontractor(s)

N/A

Commercially sensitive information

Methodology and findings from the work are commercially sensitive, given the use of Korn Ferry intellectual property.

Service credits

N/A

Additional insurances

N/A

Guarantee

N/A

Buyer's environmental and social value policy

To be provided on 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 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]

Name: [REDACTED]

Role: Managing Partner

Date: 28.01.2022

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED] (Comrcl)

Date: 28.01.22

[Buyer guidance: execution by seal / deed where required by the Buyer].

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.