

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

700703377

**MCF2 RM6008 CONSULTANCY FOR THE DELIVERY OF DIGITAL LEADERSHIP
LEARNING PROGRAMME (DLLP).**

FRAMEWORK SCHEDULE 4

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 Management Consultancy Services RM6008 dated **04 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	700703377
From	The Ministry of Defence ("CUSTOMER")
To	The Boston Consulting Group UK LLP ("SUPPLIER")
Date	6th July 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 7th July 2020
1.2.	Expiry Date: End date of Initial Period: 6th August 2020 End date of Extension Period: N/A Minimum written notice to Supplier in respect of extension: N/A

2. SERVICES

2.1	Services required: In Call Off Schedule 2 (Services) See: 20200629-DD-DLLP_SOR-CIO-v2.0-FINAL-OS and The Suppliers response - 20200702-DLLP Proposal Letter vSENT (Final).
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3. PROJECT PLAN

3.1.	<p>Project Plan: In Call Off Schedule (Project Plan)</p> <p>The Supplier will provide the Customer with a draft Project Plan for approval within 5 working days from the Call Off Commencement Date.</p> <p><i>A programme and timetable are to be generated and provided to the Authority as part of the Project Plan to meet the key milestones at section 9 of the attached SOR.</i></p> <p><i>The Supplier is to engage with the Authority upon acceptance of the order in generating the Project Plan.</i></p>
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4. CONTRACT PERFORMANCE

4.1.	Standards: N/A
4.2	<p>Service Levels/Service Credits:</p> <p>Not applied</p>
4.3	<p>Critical Service Level Failure:</p> <p>Not applied</p>
4.4	<p>Performance Monitoring:</p> <p>Not applied</p>
4.5	<p>Period for providing Rectification Plan:</p> <p>In Clause 39.2.1(a) of the Call Off Terms.</p>

5. PERSONNEL

5.1	<p>Key Personnel:</p> <table border="1"> <tr> <td></td><td>Partner & Managing Director</td></tr> <tr> <td></td><td>Director</td></tr> <tr> <td>TBC on contract award.</td><td>Principal Consultant</td></tr> </table>		Partner & Managing Director		Director	TBC on contract award.	Principal Consultant
	Partner & Managing Director						
	Director						
TBC on contract award.	Principal Consultant						
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): N/A.						

6. PAYMENT

6.1	<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p> <p>£510,000 (ex VAT)</p>
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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS):			
	Item	Description	Qty	Price Ea
	1	DLLP Session Delivery. Deliver up to 8 group sessions over 5 months.	8	
	2	'Fishbowl' Session Delivery. Deliver one 'Fishbowl' session during the contract period.	1	Incl in deliverable 1
	3	Course materiel. Supporting online resource to accompany individual sessions and programme as a whole.	1	Incl in deliverable 1
	4	Handover knowledge and materials. Transfer of knowledge, skills, contacts and materials from the Contractor to the Authority (DefAc) needed for continued delivery.	1	Incl in deliverable 1
	5	Final delivery report. Final delivery report on programme delivery.	1	
				Total
				£510,000
6.3	Reimbursable Expenses: Not Permitted			
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):			
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 5 months Call Off Contract from the Call Off Commencement Date			
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: As per the pricing schedule at 6.2.			
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted			

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £510,000 ev VAT.
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);
7.3	Insurance (Clause 38.3 of the Call Off Terms):

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms)): In Clause 42.2.1(c) of the Call Off Terms.
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms.
8.4	Exit Management: Delivery of deliverable 5 – Final Delivery Report to be delivered.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: 20200629-DD-DLLP_SOR-CIO-v2.0-FINAL-OS and The Suppliers response - 20200702-DLLP Proposal Letter vSENT (Final).
9.2	Commercially Sensitive Information: All commercial rates, details of team / resources and proposed approach. Suppliers Proposal letter + pricing table contained in proposal. Duration: permanently.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A.
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.

10.3	Security: Select short form security requirements AND DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.
10.4	ICT Policy: Not applied.
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 30 days .
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): In accordance with Data Protection and Cyber.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Defence Academy Trenchard Building, Shrivenham, SN6 8LA. Supplier’s postal address and email address: 20 Manchester Square, London, W1U 3PZ
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: N/A
10.12	Call Off Tender: In Schedule 16 (Call Off Tender) – N/A
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) N/A
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender). N/A

10.15	Processing Data Call Off Schedule 17
10.16	MOD DEFCONs and DEFFORM Third Party IPR Authorisation AUTHORISATIONBY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority 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 Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved. DEFCONS DEFCON 005J DEFCON 005J (Edn. 11/16) - Unique Identifiers DEFCON 076 DEFCON 076 (Edn. 12/06) - Contractor's Personnel at Government Establishments DEFCON 90 DEFCON 90 (Edn 11/06) - Copyright DEFCON 129J DEFCON 129J (Edn. 11/16) - The Use Of The Electronic Business Delivery Form DEFCON 501 DEFCON 501 (Edn. 11/17) - Definitions and Interpretations DEFCON 502 DEFCON 502 (Edn. 05/17) - Specifications Changes DEFCON 503 DEFCON 503 (Edn. 12/14) - Formal Amendments To Contract DEFCON 507 DEFCON 507 (Edn. 10/18) - Delivery DEFCON 513 DEFCON 513 (Edn. 11/16) - Value Added Tax DEFCON 514 DEFCON 514 (Edn. 08/15) - Material Breach DEFCON 515 DEFCON 515 (Edn. 02/17) - Bankruptcy and Insolvency

	<p>DEFCON 516 DEFCON 516 (Edn. 04/12) - Equality</p> <p>DEFCON 518 DEFCON 518 (Edn. 02/17) - Transfer</p> <p>DEFCON 520 DEFCON 520 (Edn. 05/18) - Corrupt Gifts and Payments of Commission</p> <p>DEFCON 522 DEFCON 522 (Edn. 11/17) - Payment and Recovery of Sums Due</p> <p>DEFCON 526 DEFCON 526 (Edn. 08/02) - Notices</p> <p>DEFCON 527 DEFCON 527 (Edn. 09/97) - Waiver</p> <p>DEFCON 528 DEFCON 528 (Edn. 07/17) - Import and Export Licences</p> <p>DEFCON 531 DEFCON 531 (Edn. 11/14) - Disclosure of Information</p> <p>DEFCON 532A DEFCON 532A (Edn. 04/20)) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)</p> <p>DEFCON 532B DEFCON 532B (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)</p> <p>DEFCON 534 DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment</p> <p>DEFCON 537 DEFCON 537 (Edn. 06/02) - Rights of Third Parties</p> <p>DEFCON 538 DEFCON 538 (Edn. 06/02) - Severability</p> <p>DEFCON 550 DEFCON 550 (Edn. 02/14) - Child Labour and Employment Law</p> <p>DEFCON 658 - Cyber Risk Profile - Low Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.</p> <p>DEFCON 566 DEFCON 566 (Edn. 12/18) - Change of Control of Contractor</p>
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	<p>DEFCON 608 DEFCON 608 (Edn. 10/14) - Access and Facilities to be Provided by the Contractor</p> <p>DEFCON 609 DEFCON 609 (Edn. 08/18) - Contractor's Records</p> <p>DEFCON 620 DEFCON 620 (Edn. 05/17) - Contract Change Control Procedure</p> <p>DEFCON 632 DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions</p> <p>DEFCON 703 DEFCON 703 (Edn. 08/13) – Intellectual Property Rights – vesting in the Authority</p>
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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	
Signature	
Date	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	