

Crown Commercial Service

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

ARMY EFFICIENCY DELIVERY PARTNER

CONTRACT REFERENCE: CCCC21B13

CONTRACT FOR

MINISTRY OF DEFENCE

PROVIDED BY

NEWTON EUROPE LIMITED

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

Order Form

Call-off reference: CCCC21B13

The buyer: Ministry of Defence

Buyer address: REDACTED

The Supplier: Newton Europe Limited
Supplier address: REDACTED

Registration number: 04279175
DUNS number: 222611290
Sid4gov id:

Applicable framework contract

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

Monday 8th November 2021

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

Call-off lot: Lot 3 Complex & 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 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 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement) only as far as it is detailed in Call-Off Schedule 20 – Specification.
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 14 (Service Levels) only as far as it detailed in Call-Off Schedule 20 – Specification.
- Call-Off Schedule 15 (Call-Off Contract Management)
- 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.

Call-off special terms

The Contract will also operate subject to the following MOD Defcons:

Defcon76	Contractor's Personnel At Government Establishments
Defcon 611	Issued Property
Defcon 694	Accounting for Property of The Authority
Defcon 660	Official-Sensitive Security Requirements

In the event of any conflict between (i) MOD Defcons / MOD Terms indicated in Call-Off Schedule 17 and (ii) the terms and conditions of CCS Commercial Agreement RM6187 MCF3, the order or precedence will be (i), (ii).

Call-off start date: 28th February 2022

Call-off expiry date: 27th February 2025

Call-off initial period: Three (3) years with an option to extend for up to one further year at the Buyer's exact discretion.

Call-off deliverables:

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

Maximum liability

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

Call-off charges

Option B: See details in Call-Off Schedule 5 (Pricing Details).

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

Reimbursable expenses

N/A Expenses are included within the Supplier's daily rates.

Payment method

Invoicing will be monthly in arrears, subject to the following provisos:

Before payment can be considered, the Supplier must provide an invoice including a full detailed elemental breakdown of work completed against the TOF, the associated costs, and evidence of achieving a minimum of ML4 in the respective efficiency initiative. Any T&S incurred by the Delivery Partner should be itemised in line with MOD T&S policy (a copy of which will be issued to the appointed Supplier).

Buyer's invoice address

Invoices should be issued to **REDACTED**. All payments and invoices will be submitted through Contract Purchasing and Finance system.

Buyer's authorised representative

REDACTED

Buyer's security policy

The Service Provider shall comply with all security standing orders, health and safety policies, and operating procedures, of any Authority site at which they are present. The Authority shall make copies of these orders, policies, and procedures, available to the SP upon request.

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

As indicated in Call-Off Schedule 20 – Specification.

Progress meeting frequency

As indicated in Call-Off Schedule 20 – Specification.

Key staff

REDACTED

ADEP Contract Role: Managing Partner

REDACTED

AEDP Contract Role: AEDP Contract Lead

REDACTED

AEDP Contract Role: Project Manager

REDACTED

AEDP Contract Role: Behaviour Change and Engagement Expert

REDACTED

AEDP Contract Role: WP3 Lead

REDACTED

AEDP Contract Role: Data Science and Advanced Analytics Expert

REDACTED

AEDP Contract Role: Helicopters Expert

REDACTED

AEDP Contract Role: Digital Subject Matter Expert

REDACTED

AEDP Contract Role: Expert Input

REDACTED

AEDP Contract Role: Accountable Senior Partner for McKinsey

Key subcontractor

McKinsey & Company, Inc. United Kingdom

Registered Address: **REDACTED**

Business address: **REDACTED**

Contact: **REDACTED**

Commercially sensitive information

As per Joint Schedule 4 – Commercially Sensitive Information

Service credits

Not applicable.

Additional insurances

Not applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

The Service Provider shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand

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). The Supplier's responses to questions 5.1, 5.2 and 5.3 refer.

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: **REDACTED**

Date:

For and on behalf of the Buyer:

Signature: **REDACTED**

Name: **REDACTED**

Role: **REDACTED**

Date: