* 1.
	2. **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**
	3. **Order Form**

CALL-OFF REFERENCE: **707111456**

THE BUYER: Strategic Command (UKStratCom) part of the

Ministry of Defence (MOD)

BUYER ADDRESS MoD Corsham,

B2, Building 405,

Westwells Road,

Corsham,

Wiltshire,

SN13 9NR

THE SUPPLIER: PA Consulting Services Limited

SUPPLIER ADDRESS:10 Bressenden Place, London, SW1E 5DN

REGISTRATION NUMBER:[REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID:[REDACTED]

**Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 16 March 2023.

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 and 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 includes 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 6 (Key Subcontractors)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

* + Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 4 (Call Off Tender)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 17 (MOD Terms)
* DEFCON 5J 18/11/16 – Unique Identifiers
* DEFCON 76 12/06 - Contractors Personnel At Government Establishments
* DEFCON 129J 18/11/16 – The use of the electronic business delivery form
* DECON 501 10/21 - Definitions and Interpretations
* DEFCON 503 07/21 – Formal Amendments to the contract
* DEFCON 513 07/21 – Value Added Tax
* 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 531 -11/14 Disclosure Of Information
* DEFCON 532B & DEFFORM 532 05/18 - Protection Of Personal Data
* DEFCON 534 09/21 – Sub-Contracting and Prompt Payment
* DEFCON 537 12/21 – Rights of Third Parties
* DEFCON 538 06/02 – Severability
* DEFCON 539 08/13 – Transparency
* DEFCON 550 02/14 – Child Labour and Employment Law
* DEFCON 659A 02/17 - Security Measures
* DEFCON 566 10/20 – Change of Control of Contractor
* DEFCON 630 02/18 – Framework Agreements
* DEFCON 632 11/21 – Third Party Intellectual Property – Rights and Restrictions
* DEFCON 642 07/21 – Progress Meetings
* DEFCON 660 12/15 - Official Sensitive Security Requirement

* + Call-Off Schedule 18 (Background Checks)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)

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

Special Term 1 [REDACTED]

Special Term 2 [REDACTED]

Special Term 3 [REDACTED]

Special Term 4 [REDACTED]

**Call-off start date:**  20 March 2023

**Call-off expiry date:**  19 March 2024

**Call-off initial period:** Initial Period:

20 March 2023 – 19 March 2024

Extension options: 12 months

20 March 2024 – 19 March 2025

**Call-off deliverables:**

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

**Security**

Short form security requirements apply

**Maximum liability**

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

**Call- 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.

[REDACTED]

**Payment method**

Via MOD Contract Purchasing and Finance (CP&F)

**Buyer’s invoice address**

[REDACTED]

[REDACTED]

[REDACTED]

DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL

**FINANCIAL TRANSPARENCY OBJECTIVES**

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

**Buyer’s authorised representative**

[REDACTED]

[REDACTED]

[REDACTED]

MoD Corsham, B2, Building 405, Westwells Road, Corsham, Wiltshire, SN13 9NR

**Buyer’s security policy**

As per as per call off schedule 17 (MOD Terms)

**Supplier’s authorised representative**

[REDACTED]

Member of PA’s Management Group

PA Consulting, 10 Bressenden Place, London SW1E 5DN

[REDACTED]

**Supplier’s contract manager**

[REDACTED]

Associate Partner

PA Consulting, 10 Bressenden Place, London SW1E 5DN

[REDACTED]

**Progress report frequency**

Provide a monthly report of activity and deliverables prior to invoicing, as per Call-Off Schedule 20 – Specification.

**Progress meeting frequency**

Chair and minute a weekly review meeting with Buyer to report on team progress, as per Call-Off Schedule 20 – Specification.

**Key staff**

|  |  |  |
| --- | --- | --- |
| **Name** | **Proposed Role****(DPMO = Delivery PMO****CPMO = Capability PMO)** | **Email** |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] |

Names marked with ‘\*’ are not classed as Key and are only provided for transparency to identify the initial team to be mobilised. PA will ensure that we will work to minimise resource churn and actively manage all staff changes.

**Key subcontractor(s)**

[REDACTED]

[REDACTED]

[REDACTED]

**Commercially sensitive information**

|  |  |  |
| --- | --- | --- |
| **No.**  | **Item(s)** | **Duration of Confidentiality** |
| 1 | [REDACTED] | [REDACTED] |
| 2 | [REDACTED] | [REDACTED] |
| 3 | [REDACTED] | [REDACTED] |
| 4 | [REDACTED] | [REDACTED] |
| 5 | [REDACTED] | [REDACTED] |

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Buyer’s environmental and social value policy**

**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: Partner In Charge (PIC)

Date: 17 March 2023

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

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 17 March 2023