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RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: DNO/242 – Current Workforce Project

THE BUYER: Defence Nuclear Organisation, Ministry of Defence

BUYER ADDRESS MoD Main Building, Whitehall, London SW1A 2HB

THE SUPPLIER: PA Consulting Services Ltd

SUPPLIER ADDRESS: 10 Bressenden Place, London, United Kingdom,

SW1E 5DN

REGISTRATION NUMBER: 00414220

DUNS NUMBER: 211000617

SID4GOV ID: [Insert if known]

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15/06/2023.

It's issued under the Framework Contract with the reference number RM6187.

CALL-OFF LOT(S):

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 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:

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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)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) Optional
- Call-Off Schedule 10 (Exit Management) Optional
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- 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
- 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

See Call-Off Schedule 17 (MOD Terms).

Call-off start date:

Phase 1: 21/06/2023

Phase 2 (Contract Option): TBC

Call-off expiry date:

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Phase 1: 30/11/2023

Phase 2 (Contract Option): TBC

Call-off initial period: N/A

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-off charges

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

Phase 1

[Redacted-Commercial]

Phase 2 (Contract Option)

[Redacted-Commercial]

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 MoD T&S policy.

Payment method

Payment to be made Via CP&F on the completion and acceptance by the Authority of each Milestone detailed in Call-Off Schedule 20.

Buyer's invoice address

Defence Nuclear Organisation

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MoD Abbey Wood Spruce 1A

Bristol

BS34 8JH

FINANCIAL TRANSPARENCY OBJECTIVES

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

Buyer's authorised representative

Josh Phillips

DNO Commercial Officer

Defence Nuclear Organisation

MoD Abbey Wood Spruce 1A

Bristol

BS34 8JH

Buyer's security policy

Short Form Security Requirements apply. For Phase 1 an ICT Policy does not apply.

Supplier's authorised representative

[Redacted-Personal]

Supplier's contract manager

[Redacted-Personal]

Progress report frequency

N/A

Progress meeting frequency

Monthly progress reviews of the programme with the Project Lead, Programme Manager or delegated representative to review progress, held virtually via Microsoft Teams and arranged by the Authority. Agenda will be confirmed by the Authority in advance of each meeting.

Key staff

[Redacted-Personal]

Key subcontractor(s) Not

applicable

Commercially sensitive information Not

applicable

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Service credits

See Schedule 14 and 'DNO/242 - Key Performance Indicators'.

Additional insurances Not

applicable.

Guarantee

Not applicable.

Buyer's environmental and social value policy

Greening Government Commitments - GOV.UK (www.gov.uk)

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 CallOff 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:

[Redacted-Commercial/Personal]

For and on behalf of the Buyer:

Signature: J. Phillips

Name: Josh Phillips

Role: DNO Commercial

Date: 21/06/2023