

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

Order Form

CALL-OFF REFERENCE:	706744450
THE BUYER:	Ministry of Defence, Chief Of Defence People
BUYER ADDRESS	MOD Main Building, Whitehall, London, SW1A 2HB
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street, London, EC3M 3BD
REGISTRATION NUMBER:	4757301
DUNS NUMBER:	73-493-9007
SID4GOV ID:	[Insert] if known]

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 8 March 2023.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Transformation Readiness Review of the Defence People Teams.

CALL-OFF LOT(S):

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) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
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.

Call-off special terms

None

[Special Term 2]

[Special Term 3]

Call-off start date: 17 April 2023

Call-off expiry date: 30 November 2023

Call-off initial period: 9 months

CALL-OFF OPTIONAL EXTENSION PERIOD

There is an option to extend the contact by a period of six months.

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.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

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.

Payment method

Payment will be made through MoD CP&F System

Buyer's invoice address

Military Assistant to Chief of Defence People

MoD Main Building, Whitehall, London, SW1A 2HB

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

Military Assistant to Chief of Defence People

MoD Main Building, Whitehall, London, SW1A 2HB

Buyer's security policy

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework-protecting-government-assets)

Supplier's authorised representative

[insert name]
[insert role]
[insert email address]
[insert address]

Supplier's contract manager

[insert name]
[insert role]
[insert email address]
[insert address]

Progress report frequency

Weekly – Progress reports (Dashboard)

Progress meeting frequency

Weekly – CDP 1-2-1 with lead consultant

Weekly – Progress Meeting attended by Consultants and the SLT (or Reps)

Key staff

[insert name]
[insert role]
[insert email address]
[insert address]

Key subcontractor(s)

[insert Not applicable or insert Key Subcontractor(s) registered name)]

Commercially sensitive information

- Rate-card & any pricing information
- CVs
- Information pertaining to any Accenture assets or accelerators identified for use
- Credentials used to support demonstration of experience

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[Ministry of Defence Climate Change and Sustainability Strategic Approach - GOV.UK](https://www.gov.uk/government/policies/ministry-of-defence-climate-change-and-sustainability-strategic-approach)
(www.gov.uk)

Social value commitment

The Social Value commitments for this contract will be as per your response to the Social Value question in the ITT. I propose to delete "in Call-Off Schedule 4 (Call-Off Tender)" and replace with in Accenture's Response to MOD ITT 706744450 Technical Proposal.

Contract

Trade Compliance

Each party shall comply with all export control and economic sanctions laws (collectively, "Trade Control Laws") applicable to its performance under this Agreement, including the use and transfer of any products, software, technology or services subject to this Agreement (collectively, "items". Without limiting the foregoing, neither party shall transfer any items: (i) to any country subject to comprehensive economic sanctions (including without limitation the Crimea region, Cuba, Iran, North Korea, Sudan or Syria) (each a "Restricted Country"); (ii) to any party in violation of applicable Trade Control Laws; or (iii) that require government authorization to use or transfer without first obtaining: (a) the informed consent of the other party; and (b) the required authorization. Accenture may decline in its sole discretion to engage in any activity under this Agreement with any connection to a Restricted Country, or that Accenture otherwise determines could constitute a violation of applicable Trade Control Laws, without creating any liability on its part under this Agreement.

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:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature: *signed electronically*

Name: Iain McLean

Role: Commercial Officer

Date: 10 March 2023

Each party shall comply with all export control and economic sanctions laws (collectively),