#

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

## Order Form

CALL-OFF REFERENCE: DNO/395

THE BUYER: Defence Nuclear Organisation, Ministry of Defence

BUYER ADDRESS Defence Nuclear Organisation, Ministry of Defence, MOD Main Building, Whitehall, London SW1A 2HB

THE SUPPLIER: PA Consulting Ltd

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

REGISTRATION NUMBER:414220

DUNS NUMBER: 211000617

SID4GOV ID:211000617

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 31/05/2024.

It’s issued under the Framework Contract with the reference number RM6187 for the provision of AUKUS KIM Support.

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

### Call-Off Schedules

* + Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 17 (MOD Terms)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. 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 following Special Terms are incorporated into this Call-Off Contract:

*Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is*

 *(i) specified in this Contract or*

 *(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

**Call-off start date:**  **01 April 2024**

**Call-off expiry date:**  **30 September 2025**

**Call-off initial period:**  **18 months**

### Call-off deliverables:

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

### Security

Short form security requirements apply.

**And**

DEFCON 660 and DEFCON 659A.

### 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: £810,000.00

### 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 via CP&F and invoices raised by the supplier on Exostar.

### Buyer’s invoice address

[REDACTED – PERSONAL]

### FINANCIAL TRANSPARENCY OBJECTIVES

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

**Buyer’s authorised representative**

[REDACTED – PERSONAL]

### Buyer’s security policy

DEFCON 659A – Security Measures

DEFCON 660 – Official-Sensitive Security Requirements

### Supplier’s authorised representative

[REDACTED – PERSONAL]

### Supplier’s contract manager

[REDACTED – PERSONAL]

### Progress report frequency

Monthly reports to be provided as required by the AUKUS Policy Deputy Director, forma to be agreed. Delivery of these reports will be subject to KPIs detailed within Call-Off Schedule 20 (Call-Off Specification).

### Progress meeting frequency

Weekly

**Key staff**

[REDACTED – PERSONAL].

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| **1** | **1st April 2024** | **Our commercial offer** | **5 years** |
| **2** | **1st April 2024** | **PA Methodology and tools** | **5 years** |
| **3** | **1st April 2024** | **Identity of Professional Staff and Skills Experience** | **5 years** |

### Service credits

Not applicable

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf (publishing.service.gov.uk)

### [Greening Government Commitments - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/greening-government-commitments)

### 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 – PERSONAL]

Name: [REDACTED – PERSONAL]

Role: Member of PA’s Management Team

Date: 10 June 2024

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

Signature: [REDACTED – PERSONAL]

Name: [REDACTED – PERSONAL]

Role: DNO Commercial Manager

Date: 10/06/2024