

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on the 15th day of June 2020

BETWEEN

- (1) Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, of Captain Naval Recruiting, Building 1/080, Jago Road, HMNB Portsmouth, PO1 3LU (the "**Customer**"); and
- (2) Ernst & Young LLP whose registered office is 1 More Place, London, SE1 2AF, whose company number is OC300001 (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely consultancy services pursuant to the ESPO Framework Agreement (reference 664-17 Consultancy Services).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number 664-17) and Contract Documents.
 2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
 3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - Statement of Requirements for Contract 700547374 (Annex A)
 - Schedule of Requirements for Contract 700547374 (Annex B)
 - Ministry of Defence – Supplementary Defence Conditions (DEFCONS) List (Annex C)
 - DEFFORM 111 (Edn12/17) – Appendix – Addresses and Other Information (Annex D)
 - Security Aspects Letter (Annex E)
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Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

MINISTRY OF DEFENCE

by [REDACTED], an authorised officer

)

)

Authorised Officer

Print name:

Signed by

ERNST & YOUNG LLP

)

)

)

Service Provider

Print name:

This document relates to and forms part of the Call-Off Terms

(Document Reference 664-17)

MASTER CONTRACT SCHEDULE

(ESPO Framework Reference 664-17 Consultancy Services)

| |
|---|
| 1. TERM |
| Commencement Date 15 June 2020 |
| Expiry Date 14 June 2022 |
| Extension Period Not Applicable |
| 2. GOODS AND/OR SERVICES REQUIREMENTS |
| Goods required Not applicable |
| Services and Deliverables required The Service Provider will operate and maintain the current Captain Naval Recruiting (CNR) Business Insights (BI) Dashboard (including Core and Non-Core recruitment processes post Expressions of Interest (EOI)). The Service Provider will provide additional call-off support as requested by the Customer. |
| Optional Services required Not Applicable |
| Performance/Delivery Location/Premises The main location for the Service Provider will be in Portsmouth (CNR in Jago Road, Portsmouth Naval Base, PO1 3LU), where office temporary space will be provided. The Service Provider may be required to operate from multiple locations as agreed in advance by the Customer. The Service Provider shall ensure that all staff provided meets the security requirements of the Authority. All staff employed on the project shall hold a current Security Cleared (SC) clearance throughout with all produced information to be kept in a location appropriate to a |

marking of Official Sensitive (and not to leave the UK).

Standards

Quality Standards

To deliver this activity the Service Provider shall ensure the staff meet the following criteria which demonstrates the key skills and knowledge that will be required:

- a. A proven capability in developing and establishing a BI Regime in a complex recruiting environment.
- b. Understanding of how the Naval Recruitment function operates within the wider context of the P&T Directorate.
- c. An understanding of the wider strategic context of recruitment reporting requirement within the MoD.
- d. An in depth understanding of Naval Recruitment current recruitment and candidate attraction activities.
- e. An understanding of the Naval Service Outreach and Engagement Activities in support of recruitment inflow.

Technical Standards

To deliver against operation/maintenance of dashboards and reporting activities the Service Provider shall ensure the staff meet the following criteria which demonstrate the key skills and knowledge that will be required:

- a. An in-depth understanding of operating Microsoft PowerBI and associated reporting processes.
- b. An in-depth understanding of the CNR BI Regime Target Operating Model and associated stakeholders, customer requirements and processes (including 3rd parties and data processes).

Disaster Recovery and Business Continuity

Clause 6 in the call-off terms applies under tasking/contract 700547374.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

Service Provider's inspection of the Premises and Infrastructure (where relevant)

Not Applicable

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Service Levels and Performance.

The Customer will measure the quality of the Service Provider's delivery by:

| No | Service Area | KPI/SLA | Target |
|----|-----------------------------|---|-------------------------------------|
| 1 | Delivery Timescale | Deliverables to be prepared and received in line with the timetable outlined in the Milestone table and that the Service Provider's resources are deployed in the right way to deliver value. | To the satisfaction of the Customer |
| 2 | Quality | Quality of deliverables to be defined by key stakeholders to meet their needs and to be assessed by feedback from the Customer for new requirements; as agreed and accepted by stakeholders previously for dashboard content. | |
| 3 | Engagement and Relationship | Service Provider engagement with the Customer and nominated stakeholders is appropriate and focused on service delivery | |
| 4 | Knowledge Transfer | Service Provider to ensure knowledge management and transfer session with Key Staff | |

Critical Service Failure

(i) In relation to the required Business Insights Regime Managed Service a Critical Service Failure shall include a delay in servicing the demand for Business Insights Regime Managed Service ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.

(ii) In relation to the Business Insights Regime Managed Service a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.

The default period is three months if less than three months is required then an alternative period should be inserted above.

Monitoring

The Service Provider's performance shall be monitored through regular Progress Reviews every month for 3 months after contract award and then quarterly (with monthly as required

until contract end date) as specified by the Customer. This will include ongoing measurement against the future Milestones through the duration of the Contract.

Management Information

Management Information to be provided in accordance with clause 7 of the Call-Off Terms with weekly dashboard refresh information provided in accordance with Milestone 3. Workshop and provision of handover documentation to be provided in accordance with Milestones 5 and 6.

5. CUSTOMER RESPONSIBILITIES

Customer's Responsibilities (where appropriate)

Not applicable

Customer's equipment (where appropriate)

Not applicable

6. CHARGES AND PAYMENT

Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))

Payment will be made through the Customer's electronic payment system (CP&F).

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

The Supplier shall comply with any further written instructions with respect to processing by the Customer.

Not Applicable

STATEMENT OF REQUIREMENT

BUSINESS INSIGHTS REGIME MANAGED SERVICE FOR CAPTAIN NAVAL RECRUITING

1. **Services and Deliverables Required.** The Service Provider will operate and maintain the current Captain Naval Recruiting (CNR) Business Insights (BI) Dashboard (including Core and Non-Core recruitment processes post Expressions of Interest (EOI)).
2. The Service Provider will provide additional call-off support as requested by the Customer.

Schedule 2 - Schedule of Requirements

ANNEX B

700547374

Dated 15 June 2020

| Deliverables | | | | | | | | | |
|--------------|-------------------------|-----------------------------|---|------------------------|--|---|-----------|-------------------------|-------------------------------------|
| Item Number | MOD Stock Reference No. | Part No. (where applicable) | Specification | Consignee Address Code | Packaging Requirements inc. PPQ and DofQ | Delivery Date (estimated dates to be confirmed on contract award) | Total Qty | Firm Price (£) Ex VAT | |
| | | | | | | | | Per Item | Total inc. packaging (and delivery) |
| 1 | | | To operate and maintain the current Captain Naval Recruiting (CNR) Business Insights (BI) Dashboard (including Core and Non-Core recruitment processes post Expressions of Interest (EOI)) in accordance with the Statement of Requirements | XY | 00 | Year 1 June 2020 to June 2021 | 1 | | |
| 2 | | | To operate and maintain the current Captain Naval Recruiting (CNR) Business Insights (BI) Dashboard (including Core and Non-Core recruitment processes post Expressions of Interest (EOI)) in accordance with the Statement of Requirements | XY | 00 | Year 2 – June 2021 to June 2022 | 1 | | |
| 3 | | | The Service Provider will provide additional call-off support as requested by the Customer in accordance with the Statement of Requirements | XY | 00 | Year 1 June 2020 to June 2021 | 1 | | |
| 4 | | | The Service Provider will provide additional call-off support as requested by the Customer in accordance with the Statement of Requirements | XY | 00 | Year 2 – June 2021 to June 2022 | 1 | | |
| | | | | | | | | Total Firm Price | £1,666,666 (ex VAT) |

| Item Number | Consignee Address (XY code only) |
|-------------|---|
| All | The main location for the Service Provider will be in Portsmouth (CNR in Jago Road, Portsmouth Naval Base, PO1 3LU), where office temporary space will be provided. The Service Provider may be required to operate from multiple locations as agreed in advance by the Customer. |
| Item Number | Payment Schedule |
| All | |

Ministry of Defence – Supplementary Defence Conditions (DEFCONS) List

Terms and Conditions

The Call-Off terms for ESPO Framework Reference, 664-17 Consultancy Services, Lot 1 apply along with Supplementary Defence Conditions (DEFCON). Failure to conform to the framework conditions, call-off terms or DEFCONS will result in your Tender being non-compliant.

Ministry of Defence – Supplementary Defence Conditions (DEFCON) for 700547374 - Business Insights Regime Managed Service for Captain Naval Recruiting

DEFCON 5J Edn 18/11/16 Unique Identifiers
DEFCON 35 Edn 10/04 Progress Payments
DEFCON 76 Edn 12/06 - Contractor's Personnel at Government Establishemnts
DEFCON 129J (Edn 18/11/16) The use of the Electronic Business Delivery Form
DEFCON 502 (Edn 05/17) Specification Changes
DEFCON 503 Edn 12/14 Formal Amendments to Contract
DEFCON 524A (Edn 02/20) – Counterfeit Materiel
DEFCON 532A (Edn 04/20) - Protection of Personal Data
DEFCON 602B Edn 12/06 Quality Assurance (without Quality Plan)
DEFCON 604 Edn 06/14 Progress Reports
DEFCON 611 (Edn 02/16) – Issued Property
DEFCON 658 (Edn 11/17) Cyber - Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138
DEFCON 660 Edn 12/15 Official Sensitive Security Requirements
DEFCON 703 Edn 08/13 Intellectual Property Rights – Vesting in the Authority
DEFCON 705 Edn 11/02 Intellectual Property Rights – Research and Technology

The special conditions that apply to this Contract are:

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS
Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

The processes that apply to this Contract are:

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

1. Commercial Officer:

Name:

Address: Room 303, Building 1/080, Jago Road, HMNB Portsmouth, PO1 3LU

Email: angela.benneworth100@mod.gov.uk

☎ 023 9272 2665

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available):

Name:

Address: CNR, Building 1/080, Jago Road, HMNB Portsmouth, PO1 3LU

Email Thomas.McKay202@mod.gov.uk

☎ 023 9272 7732

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

(where no address is shown please contact the Project Team in Box 2)

☎

4. (a) Supply/Support Management Branch or Order Manager Branch/Name:

As per section 2

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(b) U.I.N.**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]**8. Public Accounting Authority:**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCSJSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**

Ministry of Defence

DBS Finance

Walker House, Exchange Flags

Liverpool, L2 3YL

☎ 0151-242-2000

Fax: 0151-242-2809

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arcott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk*** NOTE**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

