



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: RM1043/CCT982

Call-Off Title: Fixed Voice IUS Programme Support in Defence Digital

Call-Off Contract Description: Support the IUS Programme in the management of the IUS Fixed Voice Secret (FVS) migration in UK & Cyprus, FV(S) Boundary Protection Service (BPS) (O&S); Auto Call Distribution, Fixed Voice Official (FVO) Session Border Controller (SBC) Q20 Migration & Video Conferencing Tech Refresh

The Buyer: Defence Digital on behalf Secretary of State for Defence

Buyer Address:

MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

The Supplier:

IMD Consultancy Ltd

Supplier Address: registered address

Whitefriars

Lewins Mead

Bristol

BS1 2NT

Registration Number: 09868414

[REDACTED]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 March 2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 -Digital Outcomes

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) **NOT USED**
 - Joint Schedule 7 (Financial Difficulties) **NOT USED**
 - Joint Schedule 8 (Guarantee) – **NOT USED**
 - Joint Schedule 10 (Rectification Plan) **NOT USED**
 - Joint Schedule 11 (Processing Data) RM1043.7 **NOT USED**
 - Joint Schedule 12 (Supply Chain Visibility) **NOT USED**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) **NOT USED**
 - Call-Off Schedule 3 (Continuous Improvement) **NOT USED**
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) **NOT USED**
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing) **NOT USED**
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **NOT USED**
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) **NOT USED**
 - Call-Off Schedule 17 (MOD Terms)
 - **DEFCON 658 (Edn 10/17) – Cyber**

■ The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Moderate Reference ■

- **DEFCON 659A (Edn 02/17) – Security Measures Conditions**
- **DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements**
- **DEFCON 531 (Edn 11/14) – Disclosure of Information**
- **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**
- Notwithstanding any other provisions of the DOS 5 Call Off Contract and for the avoidance of doubt, award of the DOS 5 Call Off 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.
- Call-Off Schedule 18 (Background Checks)
- Call-Off Schedule 19 (Scottish Law) **NOT USED**
- Call-Off Schedule 20 (Call-Off Specification)
- Call-off Schedule 21 (Northern Ireland Law) **NOT USED**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedule 25 (Ethical Walls Agreement) **NOT USED**
- Call-Off Schedule 26 (Cyber Essentials Scheme) **NOT USED**

4 CCS Core Terms (version 3.0.9)

5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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.

No other Supplier terms are 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:

[Not Used]

[Special Term 1:]

[Special Term 2:]

[Special Term 3:]

[NOT USED]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Start Date: 01 April 2021

Call-Off Expiry Date: 31 March 2022

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period 6 Months

Minimum Notice Period for Extensions 30 Calendar days

Call-Off Contract Value: £537,000.00 (ex VAT) and £6666.66 travel and subsistence (ex VAT)

Call-Off Deliverables

complete option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead.

Option A the Charges shall be calculated as follows:

[REDACTED]

Price Breakdown

[REDACTED]

Milestone Payment Plan

[REDACTED]

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Valid SC clearance must be in place prior to the contract starting.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The annual total liability of either Party for all Property Defaults will not exceed [REDACTED]

The annual total liability for Buyer Data Defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

The annual total liability for all other Defaults will not exceed the greater [REDACTED] or [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

Call-Off Charges

Fixed Price

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

T&S limits

All T&S must be approved by the Authority's Project Manager or nominated DD representative prior to bookings being made/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices.

Travel:

<u>Allowance Type</u>	<u>Rate</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Subsistence:

You can claim Receipted expenditure, within the detailed limits below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings therefore are not cumulative and apply only to the specific element of the claim. Supplier must obtain and retain itemised receipts for all claims.

<u>Allowance Type</u>	<u>Rate</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Any requirement for overnight stays should be discussed and agreed with the Buyer.

Payment Method

The payment method for this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Buyer's Invoice Address

[REDACTED]

Defence Digital

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

Email: [REDACTED]

Buyer's Authorised Representative

name [REDACTED]
role [REDACTED]
phone [REDACTED]
email address [REDACTED]
address MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

Buyer's Security Policy

- **DEFCON 658 (Edn 10/17) – Cyber**
- The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Moderate Reference – ZGXT 3373
- **DEFCON 659A (Edn 02/17) – Security Measures Conditions**

Supplier's Authorised Representative

[REDACTED]
[REDACTED]
[REDACTED]

Supplier's Contract Manager

[REDACTED]
[REDACTED]

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

[Insert role]

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[Insert email address]

[Insert address]

[Insert contract details]

Inside off-payroll working rules so (IR35) will not apply

Key Subcontractor(s) NOT USED

[Insert name (registered name if registered)]

Commercially Sensitive Information

- **DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements**
- **DEFCON 531 (Edn 11/14) – Disclosure of Information**

Balanced Scorecard NOT USED

[Insert See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Material KPIs NOT USED

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by

Additional Insurances

Not Used

Guarantee

Not Used

Social Value Commitment

Not Used

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Signature:

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Appendix 1

Date of SOW: [NOT USED]

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors [Not Used]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

1 Call-Off Contract Specification – Deliverables Context See below

SOW Deliverables Background: See below

2 Buyer Requirements – See below

Outcome Description:

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Delivery Plan: [NOT USED]

Dependencies:

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Security Clearance in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

The level of clearance for this requirement is: SC

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:[NOT USED]

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:[NOT USED]

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Additional Requirements: [NOT USED]

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this

Statement of Work.

Key Supplier Staff: [NOT USED]

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting Requirements: [NOT USED]

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

3 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Fixed Price

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[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

4 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name: [REDACTED]

Title: [REDACTED]

Date:

Signature:

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

Annex 1

Data Processing Not Used

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,

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	<ul style="list-style-type: none"> • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]