

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE:	C25397 Cyber Security Architecture Transformation
THE BUYER:	The Secretary of State for the Home Department (acting through the Home Office)
BUYER ADDRESS	The Secretary of State for the Home Department, 2 Marsham Street, 4 <sup>th</sup> Floor Peel London, SW1P 4DF
THE SUPPLIER:	Arculus Ltd
SUPPLIER ADDRESS:	40 Caversham Road, Reading, England, RG1 7EB
REGISTRATION NUMBER:	REDACTED TEXT under FOIA Section 40, Personal Information
DUNS NUMBER:	REDACTED TEXT under FOIA Section 40, Personal Information
DPS SUPPLIER REGISTRATION SERVICE ID:	REDACTED TEXT under FOIA Section 40, Personal Information

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 23rd December 2024

It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):  
Not applicable

### ORDER INCORPORATED TERMS

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

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1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
3. The following Schedules (as refined in accordance with Annex 1 (Schedule Refinements)) in equal order of precedence.

Joint Schedules for RM3764iii    ○ Joint  
Schedule 2 (Variation Form)    ○ Joint  
Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

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- Order Schedules for RM3764iii
  - Order Schedule 1 (Transparency Reports)
  - Order Schedule 2 (Staff Transfer)
  - Order Schedule 4 (Order Tender)
  - Order Schedule 5 (Pricing Details)
  - Order Schedule 6 (ICT Services)
  - Order Schedule 7 (Key Supplier Staff )
  - Order Schedule 8 (Business Continuity and Disaster Recovery)
  - Order Schedule 9 (Security)
  - Order Schedule 10 (Exit Management)
  - Order Schedule 13 (Implementation Plan and Testing)
  - ~~Order Schedule 14 (Service Levels)~~
  - Order Schedule 15 (Order Contract Management)
  - ~~Order Schedule 17 (MOD Terms)~~
  - Order Schedule 18 (Background Checks)
  - Order Schedule 20 (Order Specification)
  - ~~Order Schedule 22 (Secret Matters)~~
4. CCS Core Terms (DPS version)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
  6. Annexes A & B to Order Schedule 6
  7. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

ORDER START DATE: 10<sup>th</sup> February 2025

ORDER EXPIRY DATE: 9<sup>th</sup> February 2026

ORDER INITIAL PERIOD: 12 months

ORDER OPTIONAL EXTENSION +12 months + 12 months

#### DELIVERABLES

See details in Order Schedule 20 (Order Specification)

#### MAXIMUM LIABILITY

The limitation of liability for this Order 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 is  
**REDACTED TEXT under FOIA Section 43, Commercial Interests**

#### ORDER CHARGES

See details below

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

The Charges payable by the Buyer (excluding VAT) will be set out in each SOW and are applicable for the entirety of the contract, inclusive of any extension.

The maximum total Charges for the Initial Period is **REDACTED TEXT under FOIA Section 43, Commercial Interests**

#### REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

#### PAYMENT METHOD

Unless otherwise agreed, payment is monthly by BACS.

#### BUYER'S INVOICE ADDRESS:

Invoices will be sent via email as the primary method for delivery to the address below:

REDACTED TEXT under FOIA Section 40, Personal Information.

Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the Supplier.

REDACTED TEXT under FOIA Section 40, Personal Information.

The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

For the purposes of paragraph above, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

All invoices must include:

- A valid Purchase Order number
- The Order Contract reference number (C25397)
- The period of time pertaining to the Charges included on the invoice.
- A summary of the corresponding Services.
- The value of the VAT portion of the invoice expressed in Pounds Sterling. Invoices should be submitted via email in pdf, tiff, jpeg or png format (Excel is not supported):
- a multipage invoice should be sent by the Supplier as one attachment to the email, however multiple invoices should be split across different attachments (1 attachment equals 1 invoice)
- multiple invoices can be attached to one email up to a maximum size of 5mb
- the supplier should be aware that any text in the body of their email, or attachments submitted in files formats other than those listed above will not be read by anyone.

#### BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

#### BUYER'S ENVIRONMENTAL POLICY

[Environmental principles policy statement - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-principles-policy)

#### BUYER'S SECURITY POLICY

[Procurement at Home Office - Home Office - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/procurement-at-home-office)

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[Security policy framework - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information.

#### SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information.

#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month to discuss commercial aspects of the Order Contract. Progress will also be addressed as part of daily stand-ups and agile ceremonies throughout the Order Contract

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

#### KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information.

#### KEY SUBCONTRACTOR(S)

Not Applicable

#### COMMERCIALLY SENSITIVE INFORMATION

- Supplier's proposal and Statement of Works
- Details of rate card and costings
- Names of team members and other personal identifying information

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.	Signature:	REDACTED TEXT under FOIA Section 40, Personal Information.
Name:	REDACTED TEXT under FOIA Section 40, Personal Information.	Name:	REDACTED TEXT under FOIA Section 40, Personal Information.
Role:	REDACTED TEXT under FOIA Section 40, Personal Information.	Role:	REDACTED TEXT under FOIA Section 40, Personal Information.
Date:	2 January 2025	Date:	2 nd January 2025

## Annex 1 (Schedule Refinements)

The Buyer's specific refinements to the Schedules are specified in the following table:

Schedule	Schedule applicable to the Order Contract?	Comments			
Order Schedule 1 (Transparency Reports)	Yes	Annex A: To be agreed in Contract but will include adherence to PMO, Governance and Change standards, e.g. Agile, Prince2 depending on delivery methodology.			
Order Schedule 2 (Staff Transfer)	Yes	Only the following parts apply to the Order Contract: Part C (No Staff Transfer on the Start Date); Part D (where applicable) and Part E (Staff Transfer on Exit).			
Order Schedule 4 (Order Tender)	Yes	The Order Tender reference C25397 applies to the Order Contract.			
Order Schedule 5 (Pricing Details)	No	The Charges set out within the Order Form apply to the Order Contract.			
Order Schedule 6 (ICT Services)	Yes				
Order Schedule 7 (Key Supplier Staff)	Yes	The Key Roles applicable to Annex 1 are [to be inserted]:			
		Key Role	Key Staff	Contact Details	

		REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
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Order Schedule 8 (Business Continuity and Disaster Recovery)	No	
Order Schedule 9 (Security)	Yes	Part A (Short Form Security Requirements) applies to the Order Contract.
Order Schedule 10 (Exit Management)	Yes	Paragraph 1, The Supplier must provide for the Buyer's Approval an exit plan which ensures continuity of service and which the Supplier will follow at the end of the Order Contract within 6 months of contract start date.
Order Schedule 13 (Implementation Plan and Testing)	Yes	The number of days' notice applicable to Part A, paragraph 1.1 is 21 days.  Part A, paragraph 4 (Delay Payments) does not apply to the Order Contract.
Order Schedule 14 (Service Levels)	No	
Order Schedule 15 (Order Contract Management)	Yes	Paragraph 5 (Role of the Operational Board) does not apply to the Order Contract.



Order Schedule 17 (MOD Terms)	No	
Order Schedule 18 (Background Checks)	Yes	SC clearance required
Order Schedule 19 (Scottish Law)	No	
Order Schedule 20 (Order Specification)	Yes	The specification applicable to the Deliverables is provided at C25397 Cyber Security Architecture Transformation
Order Schedule 21 (Northern Ireland Law)	Yes	
Order Schedule 22 (Secret Matters)	No	
Order Schedule 23 (Collaboration Agreement)	No	
Joint Schedule 1 (Definitions)	Yes	
Joint Schedule 2 (Variation Form)	Yes	
Joint Schedule 3 (Insurance Requirements)	Yes	
Joint Schedule 4 (Commercially Sensitive Information)	Yes	

Joint Schedule 5 (Corporate Social Responsibility)	Yes	<p>In addition to the existing obligations set out within DPS Joint Schedule 5 (Corporate Social Responsibility), the Supplier shall comply with the following Social Value obligations: ○ The Supplier shall comply with the provisions of the Social Value Legislation in providing the Services, including social and wider economic impacts.</p> <ul style="list-style-type: none"> <li>○ The Supplier shall develop and invest in skills development and apprenticeships to build a more skilled and productive workforce and reduce the risks of supply constraints and increased labour cost inflations.</li> <li>○ The Supplier shall develop a supply chain management tracking system to ensure performance of the Contract, including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).</li> <li>○ The Supplier shall develop and implement initiatives to support staff wellbeing, including physical and mental health.</li> </ul>
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		In addition to reporting the Supplier's performance against the Buyer's Needs, the Progress Reports and Progress Meetings shall include the Supplier's progress against meeting the provisions of DPS Joint Schedule 5 (Corporate Social Responsibility).
Joint Schedule 6 (Key Subcontractors)	Yes	
Joint Schedule 7 (Financial Difficulties)	Yes	
Joint Schedule 8 (Guarantee)	No	
Joint Schedule 9 (Minimum Standards of Reliability)	Yes	
Joint Schedule 10 (Rectification Plan)	Yes	

Joint Schedule 11 (Processing Data)	Yes	Annex 1 is populated with the following:  REDACTED TEXT under FOIA Section 40, Personal Information.
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**Joint Schedule 11 (Processing Data)** The table at Annex 1 is populated as follows:

Description	Details
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Identity of Controller for each Category of Personal Data	<p>The Buyer 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 Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Buyer Personal Data including (but not limited to):</p> <ul style="list-style-type: none"> <li>• Authorised users' name, work phone number and work email addresses, in a user table that is maintained persistently and backed up regularly</li> <li>• Full Name, DOB, NINO, Passport, Current and previous addresses held on file and backed up regularly</li> <li>• Employment history held on file and backed up regularly</li> </ul>
Duration of the processing	<p>The duration of the processing will be: until the earliest of (i) expiry/termination of the Call-Off Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Call-Off Contract (to the extent applicable).</p>
Nature and purposes of the processing	<p>The processing will comprise: The nature and the purpose of the processing, meaning 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, is to provide services to the user. These services consist of, but not exhaustively, account creation, authentication &amp; authorization, content improvement, etc.</p>
Type of Personal Data	<p>The Buyer Personal Data includes (but is not limited to):</p> <ul style="list-style-type: none"> <li>• Authorised users' name, work phone number and work email addresses</li> <li>• Full Name, DOB, NINO, Passport, Current and previous addresses</li> <li>• Employment history</li> </ul> <p>All maintained persistently and backed up regularly.</p>
Categories of Data Subject	<p>Buyer's personnel and Buyer's staff.</p>

Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	As soon as reasonably practicable following termination or expiry of the Call-Off Contract.
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