



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7/CCT1033)

Skynet 6 Lead Architect

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

Call-Off Reference: RM1043/CCT1033

Call-Off Title: Skynet 6 Lead Architect

Call-Off Contract Description: The Skynet 6 Lead Architect will operate at the Programme layer of the Skynet 6 Programme and provide architectural guidance as well as work with the individual Skynet 6 projects.

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

Buyer Address:

MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

The Supplier:

People Source Consulting

Supplier Address:

1 George Square
Bath Street
Bristol
BS1 6BA

Registration Number: 04389799

DUNS Number: 424021108

SID4GOV ID: [Not known]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24 August 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 2 – Digital Specialists

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 Framework Special Terms
- 4 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- 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 9 (Security)

Part A (Short Form Security Requirements) apply to this call-off contract.

- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 17 (MOD Terms)

- DEFCON 531 (Edn 11/14) – Disclosure of Information
- DEFCON 602B (Edn 12/06) – Quality Assurance (Without Deliverable Quality Plan)
- DEFCON 609 (Edn 07/21) – Contractor's Records
- DEFCON 627 (Edn 12/10) – Quality Assurance Requirement for a Certificate of Conformity (No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with this DEFCON).
- DEFCON 658 (Edn 10/17) – Cyber
- DEFCON 659A (Edn 02/17) – Security Measure Conditions
- DEFCON 660 (Edn 12/15) – Disclosure of Information

o 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 20 (Call-Off Specification)

The Skynet Programme uses technical architecture artefacts to describe its satcom technical needs in a format mandated by MoD. The architecture sets out the Skynet Programme's aspirations and standards to guide developers and solutionists. The work is foundational to progress of the Skynet 6 Programme. If we have no architecture provision, then we have an

incomplete SRD and are thus unable to guide solutionists and developers.

Worker Engagement Route (including IR35 status) – This requirement falls outside of IR35 and a Status Determination Statement to be issued to Key Staff.

- Call-Off Schedule 26 (Cyber Essentials Scheme)

The Cyber Risk Profile for this requirement is identified by the Cyber Risk Assessment Reference RAR-20660796. The Supplier has provided a Cyber Essentials Plus Certificate.

5 CCS Core Terms (version 3.0.9)

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

7 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 Applicable to this contract.

Call-Off Start Date: 01 September 2021

Call-Off Expiry Date: 31 August 2022

Call-Off Initial Period: 12 months

Call-Off Optional Extension Period: Not Applicable

Minimum Notice Period for Extensions: Not Applicable

Call-Off Contract Value: £153,000 (Ex VAT)

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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 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.

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £153,000 (Ex VAT).

Call-Off Charges

Capped Time and Materials (CTM)

Reimbursable Expenses

Not Applicable to this contract.

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

Name: **Redacted for Transparency Purposes**

Role: **Redacted for Transparency Purposes**

Phone: **Redacted for Transparency Purposes**

Email Address: **Redacted for Transparency Purposes**

Address:

Redacted for Transparency Purposes

MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

Buyer's Authorised Representative

Name: Redacted for Transparency Purposes

Role: Redacted for Transparency Purposes

Phone: Redacted for Transparency Purposes

Email: Redacted for Transparency Purposes

Address:

MOD Corsham
Westwells Road
Corsham
Wiltshire
SN13 9NR

Supplier's Authorised Representative

Name: Redacted for Transparency Purposes

Role: Redacted for Transparency Purposes

Phone: Redacted for Transparency Purposes

Email: Redacted for Transparency Purposes

Address:

1 George Square
Bath Street
Bristol
BS1 6BA

Supplier's Contract Manager

Redacted for Transparency Purposes

Progress Report Frequency

Refer to the Statement of Work referenced below

Progress Meeting Frequency

Refer to the Statement of Work referenced below. Skynet 6 Lead Architect

Key Staff

Name: Redacted for Transparency Purposes

Role: Redacted for Transparency Purposes

Email: Redacted for Transparency Purposes

Address: 1 George Square, Bath Street, Bristol, BS1 6BA

Contract Details: RM1043/CCT1033 – Skynet 6 Lead Architect

Worker Engagement Route : Outside IR35, SDS letter to be issued.

Key Subcontractor(s)

Not applicable to this contract.

Commercially Sensitive Information

Redacted for Transparency Purposes

Balanced Scorecard

Not applicable to this contract.

Material KPIs

Not applicable to this contract.

Additional Insurances

Not applicable to this contract.

Guarantee

Not applicable to this contract.

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)

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:

Signature: **Redacted for Transparency Purposes**

Name: **Redacted for Transparency Purposes**

Role: **Redacted for Transparency Purposes**

Date: **Redacted for Transparency Purposes**

For and on behalf of the Buyer:

Signature: **Redacted for Transparency Purposes**

Name: **Redacted for Transparency Purposes**

Role: **Redacted for Transparency Purposes**

Date: **Redacted for Transparency Purposes**

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules))

Below will be entered into this appendix following Supplier signature.

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 16 August 2021

SOW Title: Skynet 6 Lead Architect Deliverables

SOW Reference: One (1)

Call-Off Contract Reference: RM1043/CCT1033 – Skynet 6 Lead Architect

Buyer: Defence Digital

Supplier: People Source Consulting

SOW Start Date: 01 September 2021

SOW End Date: 31 August 2022

Duration of SOW: 12 months

Key Personnel (Buyer): Redacted for Transparency Purposes

Key Personnel (Supplier): Redacted for Transparency Purposes

Subcontractors: Not applicable to this contract.

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: All deliverables will be addressed in this Statement of Work.

Delivery phase(s): Not applicable to this contract.

Overview of Requirement:

- Liaise with wider Defence Digital and Strategic Command, in particular the Digital Enablement Architecture team and peer programmes to ensure coherence in the end-to-end network and systems, and OSM and wider Operations HQ to support integration of SK6
- Lead on the generation of architecture artefacts as required to support the SRA artefacts and provide guidance to architecture stakeholders, for example ArchiMate views in NAF4 or architecture documents / briefings, link budget design etc
- Work with the other enabling teams such as Requirements and SPOA organisation as it evolves as per the TDM, Finance, Commercial etc. as required.
- Satcom Reference Architecture artefact development - in particular the Annexes which are required to be baselined
- Ensure that SK6 is coherent with the DD Network Reference Architecture to support the Digital Strategy for Defence.
- Ensure architecture and SRD are adhered to and understood across the programme
- Provide traceability between the SRA and SRD to enable convergence between the artefacts
- Support and lead SEA Tasks as required to action the issues on the SEA backlog
- Support ongoing and future procurements within the projects as required
- Undertake additional architectural duties, within your skill set, that pop-up from time to time as directed by Head SE but which are not listed above

3 Buyer Requirements – SOW Deliverables

- Liaise with wider Defence Digital and Strategic Command, in particular the Digital Enablement Architecture team and peer programmes to ensure coherence in the end-to-end network and systems, and OSM and wider Operations HQ to support integration of SK6
- Lead on the generation of architecture artefacts as required to support the SRA artefacts and provide guidance to architecture stakeholders, for example ArchiMate views in NAF4 or architecture documents / briefings, link budget design etc
- Work with the other enabling teams such as Requirements and SPOA organisation as it evolves as per the TDM, Finance, Commercial etc. as required.
- Satcom Reference Architecture artefact development - in particular the Annexes which are required to be baselined
- Ensure that SK6 is coherent with the DD Network Reference Architecture to support the Digital Strategy for Defence.
- Ensure architecture and SRD are adhered to and understood across the programme
- Provide traceability between the SRA and SRD to enable convergence between the artefacts
- Support and lead SEA Tasks as required to action the issues on the SEA backlog
- Support ongoing and future procurements within the projects as required
- Undertake additional architectural duties, within your skill set, that pop-up from time to time as directed by Head SE but which are not listed above

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

Delivery Plan: To be delivered throughout the duration of the contract.

Dependencies: Not applicable to this contract.

Supplier Resource Plan: Not applicable to this contract

Security Applicable to SOW:

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

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 applicable to this contract.

Performance Management:

Not applicable to this contract.

Additional Requirements:

Not Applicable to this contract.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Skynet 6 Lead Architect	Redacted for Transparency Purposes	Redacted for Transparency Purposes	Outside IR35. A SDS letter will be issued.

4 Charges

Call Off Contract Charges:

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

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £153,000 (Ex VAT).

Rate Cards Applicable:

Redacted for Transparency Purposes

Reimbursable Expenses:

Not Applicable to this contract and Statement of Work.

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into

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

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 for Transparency Purposes

Title: Redacted for Transparency Purposes

Date: Redacted for Transparency Purposes

Signature: Redacted for Transparency Purposes

For and on behalf of the Buyer

Name: Redacted for Transparency Purposes

Title: Redacted for Transparency Purposes

Date: Redacted for Transparency Purposes

Signature: Redacted for Transparency Purposes

Annex 1

Data Processing

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	The Relevant Authority is Controller and the Supplier is Processor 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: • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] The Supplier is Controller and the Relevant Authority is Processor 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: • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • 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, • [Insert the scope of other Personal Data provided by one Party]

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

	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] [Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include employment processing, statutory obligation, recruitment assessment etc.]
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]