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



Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

705104450 - Cyber Risk Support

Version 2

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

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

Order Form

Call-Off Reference: 17923

Call-Off Title: Her Majesty's Naval Base Clyde (HMNBC) Cyber Risk Support

Call-Off Contract Description: The Cyber Resilience Programme, in support of Navy Digital and HMNBC require the delivery of outcomes to support 5 work-streams to baseline and reduce cyber risk at HMNBC.

The Buyer: Strategic Command (Defence Digital) - Ministry of Defence

Buyer Address: Defence Digital, Building 405, Spur F1, MoD Corsham, Westwells Road, Corsham, SN13 9NR

The Supplier: 3DOT SOLUTIONS LIMITED

Supplier Address: Cmj Accountancy Ltd Whitfield Business Hub, 184-200 Pensby Road, Heswall, Wirral, United Kingdom, CH60 7RJ

Registration Number: 08073007

DUNS Number: 218400525

SID4GOV ID:

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10 November 2022.

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

CCS Framework Digitial Outcomes and Specialist 5 - 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 Framework Special Terms
- 4 Contract Management Plan v1.0
- 5 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
 - o Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - o 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)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 6 CCS Core Terms (version 3.0.9)
- 7 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 8 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:

Special Term 1: Security

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables hold valid Security Clearance at the start of this contract.

Special Term 2: Primary Quality Assurance Standard Requirements

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 DEFCON 627.

Note: No products are listed under the deliverables for the 1st SOW of this contract (Ref Statement of Works (SOW) Details p14). A CoC will not apply to the delivery of this SOW.

Special Term 3: Quality Plans

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Special Term 4 : Concessions

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.

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Special Term 5: Contractor Working Parties

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Special Term 6: Avoidance of Counterfeit Material

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.

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Call-Off Start Date: 29/11/22

Call-Off Expiry Date: 31/03/23

Call-Off Initial Period: 18 Weeks

Call-Off Optional Extension Period: Any extension to the initial contract period will be subject to the Authorities review and approval.

Minimum Notice Period for Extensions: 30 Days

Call-Off Contract Value: A fixed price of £772,536 (Seven hundred and seventy two thousand five hundred and thirty six pounds) excluding VAT for delivery of the core services.

Limit of liability (LoL) for Travel and subsistence (T&S) £29,500 ex VAT

Total contract value including LoL for T&S: £802,036 ex VAT

Call-Off Deliverables

Full details of the deliverable are shown 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:

- Cyber Risk Assessment: Assessment Ref: RAR-624023508 provided a determination of Moderate.
- IR35 information: The intermediaries' legislation doesn't apply to this engagement The contract is for delivery of a fully contracted out service. The responsibility for determining IR35 status will remain with the supplier/personal service company rather than the end client.

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.

A risk assessment has been undertaken and the contractor Limit of Liability will be

£5 Million (Five Million Pounds).

Call-Off Charges

Fixed Price (Ex VAT)

A Fixed price of £772,536 ex VAT will be payable for the core service delivery as set out in Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Limit of liability (LoL) for Travel and subsistence (T&S) £29,500 ex VAT

Total contract value including LoL for T&S: £802,036 ex VAT

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Reimbursable Expenses

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

A Limit of liability (LoL) for Travel and subsistence (T&S) of £29,500 ex VAT will be applicable.

The primary location for delivery of the work will be HMNB Clyde. Delivery will be outcome based where potential visits to the other sites may be necessary to achieve completion. T&S for travel to sites other than HMNB Clyde must be pre-agreed between the parties and must comply with the MOD T&S Policy:

- Expenses shall be chargeable for any travel via car (excluding private hire) to and from any site. Mileage may be claimed at 45p per mile (up to 10,000 miles and 25p per mile thereafter). For all other modes of travel i.e. Train, plane etc. prior approval is required, and only receipted actuals shall be reimbursed. No first class or business class travel permitted.
- Expense limits are as follows; Hotel £115; Breakfast £10; Lunch £5; Dinner £30. Any hotel rates in excess of the value can be agreed with The Authority.

Payment Method

Invoicing via CP&F- Submission of invoices/ receipting will be subject to Authority review/ approval on a monthly basis. Supplier invoice submissions will detail the payment amounts applicable as a % of the work achieved/ approved against each fixed price deliverable within each month of delivery. The CP&F purchase order will be presented as 5 fixed price lines to drawdown against throughout the course of the contract:

Workstream/deliverables:

- 1 Governance
- 2 Foundations
- 3 Military Autonomous & Control Systems (MACS)
- 4 Risk Assessment
- 5 Behaviours

Price breakdown (ref, Appendix 1 - Statement of Works - Call Off Contract Charges)

Buyer's Invoice Address

Invoicing to be via CP&F system. Copies to be sent to the CRP Cyber Risk Support Delivery Team Lead responsible for receipting (ref p8)

Buyer's Authorised Representative

Mr Andrew Genery

UKStratCom DD-CM-SW-CS-47

Telephone: 03067 702081

Email: <u>Andrew.Genery100@mod.gov.uk</u>

Defence Digital, Building 405, Spur F1, MoD Corsham,

Westwells Road, Corsham, SN13 9NR

Buyer's Environmental Policy

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019.

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This is available online at <u>20190625-EMS Corsham Site June 2019 Document (1).doc</u> (<u>sharepoint.com</u>). This can be viewed on MODNET.

Buyer's Security Policy

MOD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. <u>SAOP 1 Corsham Security Standing Orders.pdf</u>. This is available online at This can be viewed on MODNET.

Supplier's Authorised Representative Michael Hampson Director 07793 762536 michael@3dot.co.uk Whitfield Business Hub, 184-200 Pensby Road, Heswall, CH60 7RJ Supplier's Contract Manager Michael Hampson Director 07793 762536 michael@3dot.co.uk Whitfield Business Hub, 184-200 Pensby Road, Heswall, CH60 7RJ Progress Report Frequency

Progress Report Frequency

By the 7th Working Day of each calendar month

Progress Meeting Frequency

Delivery of a monthly report that includes an update of progress on tasks completed.

Key Staff

MoD

- Project Lead Lucinda Marpole CRP Invoice/receipting contact Email:<u>Lucinda.Marpole106@mod.gov.uk</u>
- Project Manager Paul Joyce Secure at reach

Email: Paul.Joyce111@mod.gov.uk

 Project Manager – HMNB Clyde Cyber Security Authority - Jacqueline Baird - Main POC at Clyde Cyber Security

Tel: 03001521532

Email: <u>Jacqueline.Baird105@mod.gov.uk</u>

 Project Manager - Alan Macaulay - HMNB Clyde Nuclear Security AHd - Oversight of Security Governance

Tel: 03001616175

Email: Alan.Macaulay591@mod.gov.uk

- Project Manager Fiona Creech HMNB Clyde Strategy & Plans Tel: 03001551236
 Email: Fiona.Creech100@mod.gov.uk
- Project Manager Angus Rahi-Young Navy Digital Cyber Risk Manager Email: <u>Angus.Rahi-Young100@mod.gov.uk</u>

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 Commercial contract manager - CRP - Andrew Genery Email: <u>Andrew.Genery100@mod.gov.uk</u>

3DoT Solutions service team

- Principal Scientists Andrew L, Eleanor F, Nicola T
- Senior Cyber Security Architect & Consultants Chris R, Scott P
- Principal Cyber Security Architect & Consultant Michael H
- Cyber Security Consultants Dale U, David M, Jonathan B, Michael S
- Cyber Security Architect Daniel C
- Cyber Security Architect & Consultant Mark W
- Cyber Security & Digital Transformation Consultant David B
- Programme & Assurance Manager Jon P
- Cyber Security Consultant/Project Manager/Business Analyst Steven S
- Cyber Security Engineer Tom W

Key Subcontractor(s)

- Logan Risk Ltd
- Behaviour Works Limited
- ZBZ5 Associates Ltd
- Planned Link Ltd

Commercially Sensitive Information

Behaviour Works Limited 7 steps process and associated materials is proprietary IPR, and therefore should be treated as commercially sensitive.

Balanced Scorecard

Cyber Risk Support – 3 DoT solutions – Balance Scorecard

A. KPI: Performance to pay process

In accordance with an agreed fixed deliverable payment process, suppliers submit the following 'inputs':

- Accurate and complete service performance report within 5 working days of the end of the month.
- Accurate and complete invoices within 10 working days of authorised deliverable completion.

Measurement

Measurement Met	Partially met	Not met
All of the inputs are sub- mitted in accordance with the performance to pay process timescales	Inputs are later than pre- scribed in the performance to pay process but within 5	Inputs are later than 5 working days in the pre- scribed performance to

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and contain accurate and complete information	working days of the pre- scribed dates • Inputs are incomplete or inaccurate	pay process Inputs contain significant errors
-----------------------------------------------	------------------------------------------------------------------------------------	-----------------------------------------------

Source: Supplier Reports/Invoices

Owner: Supplier/ Authority Project and Commercial Officer

B. KPI: People (resourcing)

Successful recruitment and placement of key resources, as defined in the supplier tender proposal that meets the planned deliverables and contractual obligations. The supplier proactively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

Measurement

Met	Partially met	Not met
Targets met for all re- sources or facilities	Targets met for most (50%+) resources or facili- ties through no fault of the	Targets missed for most resources or facilities re- quested through no fault of
	Buyer	the Buyer

Source: Project Managers and wider Buyer Team's verification

Owner: Supplier/ Authority Project and Commercial Officer

C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

Measurement

Measurement Met	Partially met	Not met
 No behavioural problems identified Buyer workshops/meetings attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities 	 Some minor behavioural problems Supplier only attends some workshops or provides minor contributions Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	 Significant behavioural problems Supplier contributions are rare or insignificant and shows little interest in working with other suppliers No added value contributions recognised by the Programme

Source: Collective feedback on suppliers from both Buyer and other supplier staff **Owner**: Supplier/ Authority Project and Commercial Officer

D. KPI: People in place (Delivery)

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All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

Measurement

Measurement Met	Partially met	Not met
 No resources are swapped out due to defi- ciency in skill-set and/or no change of facilities is required No problems identified with quality of work or state of facility Supplier is making posi- tive team contributions Supplier skills or facili- ties meet the standards expected 	 Minor issues noted with quality of work or standard of facilities Few contributions made within team 	 Resource is swapped out from project due to defi- ciency in skill set or change of facility is required Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) Significant issue with quality of work or facility noted in a month

Source: Project manager and wider buyer team

Owner: Supplier/ Authority Project and Commercial Officer

Additional Insurances

The Supplier will obtain additional insurance policies or extend existing insurance policies to cover any work procured under the Framework Agreement, including any changes or extensions.

Guarantee

Not applicable

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: Mythe Name: Michael Hampson Role: Director Date: 30/11/2022 **For and on behalf of the Buyer:** Signature *S Ferguson*

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Name: Sue Ferguson Role: UKStratCom DD-CM-SW-SyInfra03-C Date: :01/12/2022

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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).

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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 in their own right 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 Contact.

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: 25/10/22

SOW Title: Cyber Risk Support (HMNBC)

SOW Reference: 705104450

Call-Off Contract Reference: 17923

Buyer: Ministry of Defence – Defence Digital

Supplier: 3DOT SOLUTIONS LIMITED

SOW Start Date: 29/11/22

SOW End Date: 31/03/23

Duration of SOW: 18 Weeks

1 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: Delivery of five workstreams to support a reduction in the cyber risk at HMNBC

Delivery phase(s): 2. The scope of this work covers five workstreams:

a. **Governance** – Provision of a governance structure to manage crosscutting security risks relating to HMNBC:

Update Terms of Reference (TOR) for the Security Working Group (WG), programme board and other governance meetings to include Cyber Security. Consideration required on the overall existing governance structure, the available data to support the structure and to manage and maintain security risks relating to HMNBC.

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Implementation of the governance changes proposed

Embed the governance structure to ensure longevity and effectiveness.

b. **Foundations** – Reduction in cyber vulnerability caused by data transfer on and off systems:

Production of a high-level map of data flows on and off pre-identified systems;

Identification of vulnerabilities in the data transfer on and off pre-identified systems;

Creation of a prioritised list of remedial actions (including quick wins);

Review of base's Business Continuity (BC) / Disaster Recovery (DR) plan and production of recommendations for improvement.

c. **Military Automation & Control Systems (MACS)** – Mapping of MACS landscape at HMNBC and plan for implementation of controls:

Creation of a functional architecture to represent operations at HMNBC;

Inventory of agreed systems and mapping to functional architecture;

Assessment of existing threat model to determine effectiveness;

Update of existing threat model to suitable standard for MACS operational risk assessment;

Conduct an operational risk assessment of agreed systems;

Creation of prioritised controls implementation plan for agreed scope.

Application of lessons learnt to support the development of a strategy for MACS in the deployed environment across Defence.

d. **Risk Assessment.** Assess the cyber security risk of systems and if required identify and deliver mitigations to manage identified risks.

Risk assessment – use appropriate framework or methodology to assess the cyber security risks of a system.

Mitigations - propose, agree and deliver mitigations to the identified risks

e. **Behaviours** – Testing of adoption of cyber awareness at HMNBC and development of behavioural intervention plan:

Conduct an analysis of how cyber confident materials/techniques have been adopted at HMNBC;

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Creation of behavioural intervention plan (including quick wins) to address areas of risk. Prioritised and evidence based;

Behavioural science support to Governance, Foundations and Military Automation & Control Systems activities.

The completion of these activities will be achieved through a mix of on-site presence at HMNBC and remote working.

Overview of Requirement:

a. Resources to have existing security clearance in place to allow free movement onsite at HMNBC; this will likely take the form of DV Clearance

b. Resources to have ability to issue documentation to the Authority at UK Government SECRET classification.

c. The delivery of resources, to be and to have:

UK based and no MOD data to be transmitted outside of the UK.

Experience of working within Defence industry in the last 5 years.

d. The delivery of resources, to provide development of cyber risk process and format: Support LFE processes to develop enduring and repeatable risk processes for CMA and other Cyber Risk and Resilience activities

e. Delivery of a monthly report that includes an update of progress on tasks completed.

f. An appropriate delivery model is required to manage the uncertainty of the project. Each of the 5 tasks will vary in length dependent on a number of factors, it is important to provide the authority with the choice of the focus of efforts. It is up to the supplier to provide an appropriate mechanism which enables an informed choice.

Assumptions

1. Work will be conducted on a firm price basis. The working assumptions is that supplier activities will include the following:

a. Identification and refinement of key cyber operational risks relating to HMNBC leading to a greater understanding and, hence, a reduction in this risk;

b. Development of a repeatable cyber risk process and format that can be exploited across other areas of defence, leading to a better understanding and reduction in that

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risk;

c. Identification of lessons learnt from engagement with HMNBC and the development of the cyber risk process that can be exploited across defence to reduce levels of operational risk.

2 **Buyer Requirements – SOW Deliverables**

Outputs Description:

The following table gives details of the outputs for each workstream:

Workstream	Output	Acceptance Criteria
Governance	Update Terms of reference of appropriate governance meetings to include cyber – i.e. Security Working Group, Naval Base Management Board, Directorates governance boards Support the delivery of cyber governance including informal training (questions to ask and governance mechanisms to employ) and data to inform the governance.	Deliverable provided as a supplier managed service. Progress to be monitored through ad hoc and monthly meetings. Supplier to provide a monthly progress report (format TBA) for review as part of the monthly meetings. MoD Project Lead to be responsible for final sign off/ confirmation of the deliverable completion.
Foundations	High-level map of data flows on and off pre-identified systems List of vulnerabilities in the data transfer on and off pre-identified systems Prioritised list of remedial actions Recommendations for improvement of HMNBC BC/DR plan	Deliverable provided as a supplier managed service. Progress to be monitored through ad hoc and monthly meetings. Supplier to provide a monthly progress report (format TBA) for review as part of the monthly meetings. MoD Project Lead to be responsible for final sign off/ confirmation of the deliverable completion.
Military Autonomous & Control Systems (MACS)	Functional architecture for specified functions at HMNBC Inventory of pre-agreed systems, mapped to functional architecture Operational risk assessment of pre- agreed systems Prioritised plan for improvement to controls of pre-agreed systems Lessons learnt from MACS analysis that can be used to develop framework for	Deliverable provided as a supplier managed service. Progress to be monitored through ad hoc and monthly meetings. Supplier to provide a monthly progress report (format TBA) for review as part of the monthly meetings. MoD Project Lead to be responsible for final sign off/ confirmation of the

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	use across Defence	deliverable completion.
Risk Assessment	Risk assessment per system Mitigations per system Systems to be prioritised by the authority each risk assessment and mitigation activity will vary.	Deliverable provided as a supplier managed service. Progress to be monitored through ad hoc and monthly meetings. Supplier to provide a monthly progress report (format TBA) for review as part of the monthly meetings. MoD Project Lead to be responsible for final sign off/ confirmation of the deliverable completion.
Behaviours	Behavioural intervention plan for HMNBC	Deliverable provided as a supplier managed service. Progress to be monitored through ad hoc and monthly meetings. Supplier to provide a monthly progress report (format TBA) for review as part of the monthly meetings. MoD Project Lead to be responsible for final sign off/ confirmation of the deliverable completion.

Dependencies:

Please see Call-Off Schedule 4 ((Call Off Tender))

Supplier Resource Plan:

The team has been sized to address the maximum amount of cyber risk reduction which can be realistically achieved within the short delivery timescale and allocated budget. Should either of these expand, then the team can flex to meet this requirement. It is anticipated that the proposed level of delivery can be achieved as each area will be engaging with a variety of different stakeholders, and therefore it is not anticipated that a single stakeholder or group will prove to be a bottleneck, which could impact on delivery speed or effectiveness.

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).

Cyber Essentials Scheme:

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

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SOW Standards:

Key Supplier Staff:

Key Role	Key Staff	Employment / Engagement Route (incl. inside/outside IR35)
Engagement Lead	David Baines	Managed Service

As the delivery is for a fully contracted out service there is no requirement to issue a Status of Determination.

3 Charges

Call Off Contract Charges:

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

A fixed price of £772,536 (Seven hundred and seventy two thousand five hundred and thirty six pounds) excluding VAT for delivery of the core services.

Limit of liability (LoL) for Travel and subsistence (T&S) £29,500 ex VAT

Total contract value including LoL for T&S: £802,036 ex VAT

Reimbursable Expenses:

The primary location for delivery of the work will be HMNB Clyde. Delivery will be outcome based where potential visits to the other sites may be necessary to achieve completion. T&S for travel to sites other than HMNB Clyde must be pre-agreed between the parties and must comply with the MOD T&S Policy:

Expenses shall be chargeable for any travel via car (excluding private hire) to and from any site. Mileage may be claimed at 45p per mile (up to 10,000 miles and 25p per mile thereafter). For all other modes of travel i.e. Train, plane etc. prior approval is required, and only receipted actuals shall be reimbursed. No first class or business class travel permitted.

Expense limits are as follows; Hotel £115; Breakfast £10; Lunch £5; Dinner £30. Any hotel rates in excess of the value can be agreed with The Authority.

The following table states the fixed price outputs for each workstream:

Workstream Outp	Fixed price (ex VAT)	Proposed completion date
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Governance	Update Terms of reference of appropriate governance meetings to include cyber – i.e. Security Working Group, Naval Base Management Board, Directorates governance boards Support the delivery of cyber governance including informal training (questions to ask and governance mechanisms to employ) and data to inform the governance.	REDACTED	Duration of contract
Foundations	High-level map of data flows on and off pre- identified systems List of vulnerabilities in the data transfer on and off pre-identified systems Prioritised list of remedial actions Recommendations for improvement of HMNBC BC/DR plan	REDACTED	Duration of contract
Military Autonomous & Control Systems (MACS)	Functional architecture for specified functions at HMNBC Inventory of pre-agreed systems, mapped to functional architecture Operational risk assessment of pre- agreed systems Prioritised plan for improvement to controls of pre-agreed systems Lessons learnt from MACS analysis that can be used to develop framework for use	REDACTED	Duration of contract

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	across Defence		
Risk Assessment	Risk assessment per system	REDACTED	Duration of contract
	Mitigations per system		
	Systems to be prioritised by the authority each risk assessment and mitigation activity will vary.		
Behaviours	Behavioural intervention plan for HMNBC	REDACTED	Duration of contract
Oversight		REDACTED	Duration of contract
TOTAL ex VAT		£772,536	

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: Michael Hampson

Title: Director

Date: 30/11/2022

Signature: Juffun

For and on behalf of the Buyer

Name: Sue Ferguson

Title: UKStratCom DD-CM-SW-SyInfra03-C

Date: 01/12/22

Signature: *S Ferguson*

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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	The Relevant Authority is Controller and the Supplier is Processor	
Personal Data	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:	
	It is anticipated that the only personal data the supplier will come into contact within the delivery of the Contract will be; Individuals names, work email addresses, tallies, work addresses and phone numbers (which is classed as business card data).	
	If this changes the Authority and Supplier will review this Annex 1.	
Duration of the Processing	During the full contract period and any archive/data retentions periods	
Nature and purposes of the Processing	It is anticipated that the only personal data to be processed in the delivery of the Contract will be individuals' names, work email addresses, tallies, work addresses and telephone numbers (which is classed as business card data).	
Type of Personal Data	Names, Work Email Address and Tallies, Work Address and telephone numbers (which is classed as business card data).	
Categories of Data Subject	Staff including temporary workers, customers/clients of the Cyber Risk Support Service, including other Government Departments if applicable.	
Plan for return and destruction of the data once the Processing is complete	Data is be retained and destroyed in accordance with MOD Policy.	
UNLESS requirement under Union or Member State law to preserve that type of data		