

# 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

|  |  |
| --- | --- |
| **Call-Off Reference:** | 706538454 (DInfoCom/0235) |
| **Call-Off Title:** | The Provision of ADS Integration as a Service (IaaS) |
| **Call-Off Contract Description:** | Working alongside the existing in-house team, this “as a Service” enables ADS to manage, maintain and exploit its suite of software integration tools to deliver its core business and support the Army’s and wider Defence aspirations for digital transformation  Full details as per Call-Off Schedule 20 (Call-Off Specification).  The Authority may require additional resources throughout the period of the Call-Off Contract.  The supplier will be given 25 days’ notice to confirm their availability of resources required utilising the Tasking Order Form (see Annex A to Order Form) |
| **The Buyer:** | Army Commercial (D Info) |
| **Buyer Address:** | Army HQ, Blenheim Building (IDL1),  Marlborough Lines,  Monxton Road,  Andover,  SP11 8HT |
| **The Supplier:** | Monitor Intelligence Services Ltd |
| **Supplier Address:** | Windmill Hill Business Park,  Swindon,  SN5 6QR |
| **Registration Number:** | 07595880 |
| **DUNS Number:** | **217220146** |
| **SID4GOV ID:** | N/A |

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 07 March 2023.

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. 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 6 (Key Subcontractors) **- Not applicable**
  + Joint Schedule 7 (Financial Difficulties) **- Not applicable**
  + Joint Schedule 8 (Guarantee) - Not applicable
  + Joint Schedule 9 (Blank)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data) RM1043.7
  + Joint Schedule 12 (Supply Chain Visibility) **- Not applicable**
* **Call-Off Schedules for RM1043.7 - 706538454** **(DInfoCom/0235)**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer) - **Not applicable**
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 4 (Call off Tender)
  + 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)
  + Call-Off Schedule 9 (Security) - Part B
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 11 (BLANK)
  + Call-Off Schedule 12 (BLANK)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking) - **Not applicable**
  + Call-Off Schedule 17 (MOD Terms)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 19 (Scottish Law) - **Not applicable**
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-off Schedule 21 (Northern Ireland Law) Not applicable
  + Call-off Schedule 22 (BLANK)
  + Call-off Schedule 23 (BLANK)
  + Call-off Schedule 24 (BLANK)
  + Call-Off Schedule 25 (Ethical Walls Agreement)
  + Call-Off Schedule 26 (Cyber Essentials Scheme)

1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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:

1. Wilful misconduct means an act or omission that involves a material breach of contract or other duty causing serious harm to the counterparty where:   
     
   a. the party intended the act or omission to involve a material breach of contract or other duty; and   
     
   b. the party intended the act or omission to cause serious harm to the counterparty.
2. Save as stated otherwise in a Tasking Order Form, all Services and Deliverables shall be solely for the Buyer’s benefit and are not intended to be relied upon by any person or entity other than the Buyer.
3. Save as stated otherwise in a Tasking Order Form, the Authority will not disclose the Services or Deliverables to any entity other than the Authority without the Supplier’s consent not to be unreasonably withheld or delayed.
4. Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any other entity caused by their or any other entity’s use of or reliance on the Services or Deliverables.
5. Buyer will be responsible for the licensing arrangements for any proprietary third-party software packages ("Third Party Software") to be used by Supplier in the provision of the Services and will obtain the necessary licence(s) directly from the relevant third party.
6. The Short Form Security Requirements apply.
7. A business continuity plan is not required.
8. Supplier staff to undertake mandatory onboarding and training as reasonably specified by the Buyer (e.g. DIMP).
9. Buyer authorises Supplier to use any Subcontractor named in the Supplier’s tender submission, including Supplier’s affiliates, to process the Buyer’s data and personal data.
10. Supplier provides the Deloitte ISO 27001 certificate to confirm ISMS compliance.
11. The Supplier will not transfer Official-Sensitive or above data outside of Authority systems.

|  |  |
| --- | --- |
| **Call-Off Start Date:** | 01 April 2023 |
| **Call-Off Expiry Date:** | 31 March 2025 |
| **Call-Off Initial Period:** | 2 Years |
| **Call-Off Optional Extension Period:** | 6 Months |
| **Minimum Notice Period for Extensions:** | 3 Months |
| **Call-Off Contract Value:** | **REDACTED**  6 Month Extension (Unfunded)  **REDACTED** |

|  |  |
| --- | --- |
| **Charging Method:** | Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Call-Off Schedule 5 (Pricing Details and Expenses Policy) |
| **Invoice frequency**: | Monthly in arrears in accordance with the Monthly Statement of Work. |
| **Invoice information required:** | **To be submitted through Exostar:**  • Contract reference,  • PO reference,  • Work undertaken  • Number of resources,  • Number of days,  • Day rate  • UIN against associated requirement |

#### Call-Off Deliverables

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 use all reasonable endeavours to comply with the following additional Standards for this Call-Off Contract:

* ADS Design Standards
* ADS Technical Standards
* Authority Standards

The Supplier will make all reasonable endeavours to comply with any changes to such standards during the contract term.

#### Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 Estimated Year 1 Core Charges used to calculate liability in the first Contract Year is **REDACTED**.

#### Call-Off Charges

Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rates 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 rates for the Supplier Staff undertaking that element of work on the Deliverables.

#### Reimbursable Expenses

## See Call-Off Schedule 5 (Pricing Details and Expenses Policy)

#### Payment Method

CP&F

#### Buyer’s Invoice Address

**REDACTED**

SO1 Army Info-IX-ADAT-Data-Del

**REDACTED**

**REDACTED**

ADS Army Digital Services, The Army Software and Analytics House, Information Exploitation Department, Directorate of Information, Army Headquarters, Marlborough Lines, Ramillies Building, Zone 7, Monxton Road, Andover, SP11 8HJ

**Buyer’s Authorised Representative**

**REDACTED**

Army Commercial - DInfo

**REDACTED**

**REDACTED**

Army Commercial, Army HQ, Blenheim Building, Marlborough Lines, Monxton Road, Andover, SP11 8HT

**Buyer’s Environmental Policy**

Not Applicable.

**Buyer’s Security Policy**

If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer’s approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

The Supplier will immediately notify CCS of any breach of security in relation to CCS’s Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

Any system development by the Supplier must also comply with the government’s ‘10 Steps to Cyber Security’ guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security><https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary>

**Supplier’s Authorised Representative**

**REDACTED**

Director

**REDACTED**

**REDACTED**

Monitor IS, Regus House, Windmill Hill Business Park, Swindon, SN5 6QR

**Supplier’s Contract Manager**

**REDACTED**

Director

**REDACTED**

**REDACTED**

Monitor IS, Regus House, Windmill Hill Business Park, Swindon, SN5 6QR

**Progress Report Frequency**

By the fifth Working Day of each calendar month through the Monthly SOW review and invoicing submission.

**Progress Meeting Frequency**

Quarterly on the first Working Day of each quarter:

* Quarterly review of Finance and Commercials – current spend on track, any Commercial or contractual issues arisen.
* Quarterly review of Personnel, delivery / performance / workload / any issues.
* Continuous Improvement – done / doing / future.
* Feedback or any concerns / requirements from the supplier / ADS.
* AOB.

**Supplier Key Staff**

N/A

**Key Subcontractor(s) – Not Applicable**

**Commercially Sensitive Information**

Any information relating to personal information (CV’s, contact details etc.); pricing and details of Supplier’s cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 (“FOIA”). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

#### Balanced Scorecard

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

#### Material KPIs

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** |
| **Performance to Pay Process**  In accordance with agreed performance to pay progress, Suppliers submit, or provide input, to the following:  • Accurate and complete agreed Deliverables in a timely manner.  • Accurate and complete Acceptance certificates in a timely manner.  • Accurate and complete Statement of Works (SOW) in a timely manner.  • Accurate and complete invoices in a timely manner. | All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information. | Supplier Manager and Invoice (CP&F) Manager. |
| **Partnering Behaviours and Added Value**  • Supplier promotes positive collaborative working relationships within and across the Service 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/services. | • No behavioural problems identified.  • Buyer reviews attended, and positive contributions made.  • Added Value recognised by the Authority above provision of compensated skilled resource/services. | Collective feedback on Supplier from both Buyer and other Service stakeholders. |
| **People (Resourcing)**  • Successful recruitment and placement of key resources/provision of services to meet the planned deliverables and contractual obligations.  • The supplier proactively manages their resource skills against expected Service Outcomes by identifying issues early and in a timely fashion, addressing any deficits. | Targets met for all resources/provision of Service. | Supplier Manager and wider Buyer team's verification. |
| **People in Place (Delivery)**  • All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied.  • All services delivered by the Supplier are to the required standard expected by the Authority | • No resources are swapped out due to deficiency in skill set and/or no change of services is required.  • No problems identified with quality of work.  • Supplier is making positive team contributions  • Supplier skills/services meet the standards expected. | Supplier Manager and wider Buyer team’s verification. |

#### Additional Insurances – Not Applicable

#### Guarantee - Not applicable

#### Social Value Commitment

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.

Where the Supplier is dependent on Authority assets (e.g. equipment or information) or personnel in order to deliver the Statement of Work in the manner defined by the Authority, the Authority will provide access to these assets within appropriate timeframes.

**For and on behalf of the Supplier:**

Signature: **REDACTED**

Name: **REDACTED**

Role: Director

Date: 8-Mar-2023

**For and on behalf of the Buyer:**

Signature: **REDACTED**

Name: **REDACTED**

Role: D Info Commercial Team Lead

Date: 15 March 2023

### 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 B to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

First SOW to be agreed

[**Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

### Annex 1 (Template Statement of Work)

1. **Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (see Annex B to Order Form).

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.

### 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:

DEFCON 532B (Edn 09/21): *Protection of Personal Data DEFCON 532B (Where Personal Data is being processed Edition 09/21 on behalf of the Authority* applies.

The template at Annex 1 of Joint Schedule 11 (Processing Data) fulfils the entries required under DEFFORM 532.