

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

### **Order Form**

Call-Off Reference: TBC

Call-Off Title: Provision of Data Protection Products

Call-Off Contract Description: Provision of Data Protection Products

The Buyer: Minister for the Cabinet Office

Buyer Address: 70 Whitehall, London, SW1 2AS

The Supplier: The Security Company International Limited

Supplier Address: Office One 1 Coldbath Square, Farringdon, London, United Kingdom, EC1R 5HL

Registration Number: 03703393

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 30<sup>th</sup> August 2023

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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

### **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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - 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) RM1043.8
    - Joint Schedule 12 (Supply Chain Visibility)

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - 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)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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:

None

Call-Off Start Date: 30<sup>th</sup> August 2023

Call-Off Expiry Date: 29<sup>th</sup> August 2024

Call-Off Initial Period: Twelve (12) Months

Call-Off Optional Extension Period: Six (6) Months

Minimum Notice Period for Extensions: One (1) Month

Call-Off Contract Value: Up to £50,000.00

### **Call-Off Deliverables**

The Supplier shall create materials to raise awareness and support behaviour change across all teams addressing the following areas, as specified in the Statement(s) of Work:

- Data protection impact assessment/privacy notice
- Subject rights requests
- Data protection in contracts
- Dealing with data breaches
- Data sharing
- What is personal data? (how to identify if it's needed for a project)

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

- International Data Transfers & how this might apply to your project
- How to create & implement a retention policy
- Name Store Check Share (Information management) - What it is, why it's needed & case studies to illustrate good & bad practices.
- LLM/Generative AI training

It is anticipated that all of the above will be delivered using a combination of self serve e-learning & short animated films, as confirmed in the Statement(s) of Work.

Additionally, the Supplier shall update two existing products in line with new internal processing procedures & international data processing regulations. The products are a Data Protection by Design e-learning product and Data Protection Leads slide pack.

The Supplier shall create bespoke eLearning modules incorporating the Cabinet Office branding, tone of voice, font and policy information where applicable.

Courses shall be SCORM compliant and able to be used on an EdX or any other Learning Management System the Cabinet Office is using at the time of product delivery to enable the number of attempts and pass rates to be tracked.

The Supplier shall be responsible for:

- Project management and project plan creation
- Design and content creation
- Provision of test SCORM files
- Deliverable build
- Testing and quality checking of all deliverables

During the programme of work the Cabinet Office will be responsible for:

- Confirmation of SCORM files
- Provision of logos, brand guidelines and access to policy information where appropriate
- Providing access to the appropriate people, who will be available to engage in meetings in relation to the training programme
- Making timely decisions to keep the project on track

The Supplier shall maintain compliance aligned with Cyber Essentials as a minimum and shall also ensure that any third parties used by it in the course of the service provision and deemed critical to the service, shall adopt a systematic approach to managing information so that it remains secure.

The Supplier shall be aligned to the UK Government's Technology Code of Practice.

The Supplier shall be aligned to the UK Government's Service Standard (where applicable).

In regard to IPR for any materials developed as part of the Contract, the Parties will comply with the provisions of Section 9 (Intellectual Property Rights) of the Core Terms

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 180 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **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:

The Supplier shall be aligned to the UK Government's Technology Code of Practice.

The Supplier shall be aligned to the UK Government's Service Standard (where applicable).

### **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 Charges used to calculate liability in the first Contract Year shall not exceed £50,000.00

### **Call-Off Charges**

Fixed Price

### **Reimbursable Expenses**

Reimbursable Expenses maybe payable where the Supplier is required to attend any 'in person' meeting at any Cabinet Office location. Such Reimbursable Expenses must be authorised before any costs are incurred and be in accordance with the Cabinet Office's Travel and Expenses Policy.

### **Payment Method**

Upon Buyer confirmation of completion of each Milestone, the Supplier shall submit an invoice for the Fixed Price Milestone value. Payment shall be made by BACS.

### **Buyer's Invoice Address**

REDACTED

Copies also to be sent to: REDACTED

**Buyer's Authorised Representative**  
**REDACTED**

**Buyer's Environmental Policy**

The Buyer will provide the Buyer's Environmental Policy upon request

**Buyer's Security Policy**

The Buyer will provide the Buyer's Security Policy upon request

**Supplier's Authorised Representative**  
**REDACTED**

**Supplier's Contract Manager**  
**REDACTED**

**Progress Report Frequency**

On the first Working Day of each calendar month

**Progress Meeting Frequency**

Monthly, within a week of receipt of the Progress Report. The Buyer may request ad hoc teleconference calls with the Supplier if the need arises.

**Key Staff**

**REDACTED**

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

Not applicable

**Balanced Scorecard**

Not applicable

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Material KPIs**

Not applicable

### **Service Credits**

Not applicable

### **Additional Insurances**

Not applicable

### **Guarantee**

Not applicable

### **Social Value Commitment**

Not applicable

### **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:**

REDACTED

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

REDACTED

## **Appendix 1**



## **Annex 1 (Statement of Work 001)**

### **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 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 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:** 30<sup>th</sup> August 2023

**SOW Title:** Provision of Data Protection Training Products

**SOW Reference:** 001

**Buyer:** Minister for the Cabinet Office

**Supplier:** The Security Company International Limited

**SOW Start Date:** 30<sup>th</sup> August 2023

**SOW End Date:** 29<sup>th</sup> February 2024

**Duration of SOW:** 6 Months

**Key Personnel (Buyer):** See Order Form

**Key Personnel (Supplier):** See Order Form

**Subcontractors:** See Order Form

## **2 Call-Off Contract Specification – Deliverables Context**

### **SOW Deliverables Background:**

In December 2019 the Cabinet Office suffered a data breach when details of the New Year's Honour List (NYHL) were published to the internet by mistake.

In the aftermath of the breach a full and detailed review of data handling processes and procedures was carried out by Adrian Joseph OBE in 2020 which resulted in the publication of 'BUILDING TRUST IN DIGITAL GOVERNMENT': A REVIEW OF PERSONAL DATA HANDLING IN THE CABINET OFFICE.

Within his report Mr Joseph highlighted gaps within a number of processes one of which was the training provision within the department as follows:

"Processes - Recommendation 5: Refresh Training & Guidance Aim: Rebuild Training & Guidance" to become accessible on a sustained basis by all Cabinet Office Resource.

The continued development and extensions of the Cabinet Office data protection leaning offer visibly demonstrates commitment to sustaining a robust data protection awareness and training programme. This in conjunction with work on a CO Digital learning platform on which to host the whole training suite helps the Cabinet Office to meet both the recommendations of the Joseph Review and obligations around UK GDPR, DPA 2018 and public records requirement

A key recommendation of the Adrian Joseph Review of 2020 was to make data protection "training and guidance accessible on a sustained basis by all Cabinet Office resource."

In response to this the Data Privacy & Compliance Team worked with an external provider to produce a suite of bespoke data protection training products, however these products are now in need of update to incorporate recent UK legislation regarding international data transfers, as well as new internal processes relating to subject rights requests and data protection impact assessments.

Additionally the Data Privacy Compliance Team intends to extend the range of data protection subjects covered in the contract as follows :

- Data protection impact assessment/privacy notice
- Subject rights requests
- Data protection in contracts
- Dealing with data breaches
- Data sharing What is personal data? (how to identify if it's needed for a project)
- International Data Transfers & how this might apply to your project
- How to create & implement a retention policy
- Name Store Check Share - What it is, why it's needed & case studies to illustrate good & bad practices.
- LLM/Generative AI training

It is anticipated that all of the above will be delivered using a combination of self serve e-learning & short animated films (as identified in the SOW Deliverables).

**Delivery phase(s):** All phases through to handover to the Buyer

**Overview of Requirement:**

The Supplier shall create materials to raise awareness and support behaviour change across all teams addressing the following areas:

- \* Data protection impact assessment/privacy notice
- \* Subject rights requests
- \* Data protection in contracts
- \* Dealing with data breaches
- \* Data sharing
- \* What is personal data? (how to identify if it's needed for a project)
- \* International Data Transfers & how this might apply to your project
- \* How to create & implement a retention policy
- \* Name Store Check Share (Information management) - What it is, why it's needed & case studies to illustrate good & bad practices.
- \* LLM/Generative AI training

It is anticipated that all of the above will be delivered using a combination of self serve e-learning & short animated films (as shown in the SOW Deliverables).

Additionally, the Supplier shall update two existing products in line with new internal processing procedures & international data processing regulations. The products are a Data Protection by Design e-learning product and Data Protection Leads slide pack.

The Supplier shall create bespoke eLearning modules incorporating the Cabinet Office branding, tone of voice, font and policy information where applicable. Courses shall be SCORM compliant and able to be used on an EdX or any other Learning Management System the Cabinet Office is using at the time of product delivery to enable the number of attempts and pass rates to be tracked.

**Supplier Responsibilities**

The Supplier shall be responsible for:

- Project management and project plan creation
- Design and content creation
- Provision of test SCORM files
- Deliverable build
- Testing and quality checking of all Deliverables

**Buyer Responsibilities**

During the programme of work the Buyer will be responsible for:

- Confirmation of SCORM files

## Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

- Provision of logos, brand guidelines and access to policy information where appropriate
- Providing access to the appropriate people, who will be available to engage in meetings in relation to the training programme
- Making timely decisions to keep the project on track

The Supplier shall maintain compliance aligned with Cyber Essentials as a minimum (or equivalent), and shall also ensure that any third parties used by it in the course of the service provision and deemed critical to the service, shall adopt a systematic approach to managing information so that it remains secure.

The Supplier shall be aligned to the UK Government's Technology Code of Practice The Supplier shall be aligned to the UK Government's Service Standard (where applicable)

The Parties shall comply with Clause 9 of the Core Terms in regard to IPR.

### 3 Buyer Requirements – SOW Deliverables

#### Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Update existing 15-minute Data protection by Design eLearning module & DP leads slide pack, including 2 sets of amends and supply of LMS file.	Acceptance by the Buyer	By 31 <sup>st</sup> October 2023, or sooner
MS02	Name Store Check Share (Information management) - What it is, why it's needed & case studies to illustrate good & bad practices. 15 minute e-learning. <ul style="list-style-type: none"><li>• Two sets of amends at content design and build phases</li><li>• Includes creation of content (up to 3000 words) and design to client brand guidelines<ul style="list-style-type: none"><li>• supply of LMS file</li></ul></li></ul>	Acceptance by the Buyer  By	By 30 <sup>th</sup> November 2023, or sooner
MS03	Creation of new bespoke Cabinet Office products relating the following subjects, as outlined in the table below:	Acceptance by the Buyer	As stated in the table below, or

**Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

	All products will be designed to Cabinet Office brand guidelines and delivered in a format compatible with the Cabinet Office LMS, or as a SCORM file		sooner
--	---	--	--------

Item –	e-learning will be 15 minutes, up to 3000 words & allow for 2 sets of amends at content, design and build phase.	animated films will be between 2 & 5 minutes, with between 250 & 1000 words & allow for 2 sets of amends at content, design & build phase.	Due Date
Creation of new bespoke Cabinet Office products relating the following subjects:			
MS03A Data protection impact assessment/privacy notice process	Required  *this e-learning module will be up to 10 minutes and shall cover as a minimum MS03A and MS03B.	Not Required under SOW #1	By 31 <sup>st</sup> December 2023
MS03B Subject rights requests process			
MS03C What is personal data? (how to identify if it's needed for a project)			
MS03D Data protection in supplier contracts	Not Required under SOW #1	Not Required under SOW #1	N/A
MS03E Dealing with data breaches	Not Required under SOW #1	Required	By 31 <sup>st</sup> January 2024
MS03F Data sharing International Data Transfers & how this might apply to your project	Required	Not Required under SOW #1	By 29 <sup>th</sup> February 2024
MS03G How to create & implement a retention policy	Not Required under SOW #1	Not Required under SOW #1	N/A
MS03H LLM/Generative AI - what it is, current regulations & safe usage	Not Required under SOW #1	Required	By 13 <sup>th</sup> October 2023

**Delivery Plan:**

REDACTED

## **Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Dependencies:** As outlined in the Delivery Plan

**Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Supplier Resource Plan:** As outlined in the Delivery Plan**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 for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

As outlined in the Order Form.

**Performance Management:**

Material KPIs	Target	Measured by
Completion of the Milestones by the Due Dates	Completion each Milestone by the Due Date for each	Reporting

**Additional Requirements:**

Not applicable

**Key Supplier Staff:**

See Order Form

**SOW Reporting Requirements:**

As detailed in Call-Off Schedule 15 (Call Off Contract Management). The Supplier maybe requested to provide short verbal updates as to project progress to the Buyer as part of ad hoc teleconferences.

**4 Charges****Call Off Contract Charges:**

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

- Fixed Price Milestones

**Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

Milestone Ref	Milestone Description	Fixed Price
MS01	Update existing 15-minute Data protection by Design eLearning module & DP leads slide pack, including 2 sets of amends and supply of LMS file.	REDACTED
MS02	<p>Name Store Check Share (Information management) - What it is, why it's needed &amp; case studies to illustrate good &amp; bad practices. 15 minutes e-learning.</p> <ul style="list-style-type: none"><li>• Two sets of amends at content design and build phases</li><li>• Includes creation of content (up to 3000 words) and design to client brand guidelines<ul style="list-style-type: none"><li>• supply of LMS file</li></ul></li></ul>	REDACTED
MS03	<p>Creation of new bespoke Cabinet Office products relating the following subjects, as outlined in the table below:</p> <p>All products will be designed to Cabinet Office brand guidelines and delivered in a format compatible with the Cabinet Office LMS, or as a SCORM file</p>	As detailed below



**Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

Item –  Creation of new bespoke Cabinet Office products relating the following subjects:	e-learning will be 15 minutes, up to 3000 words & allow for 2 sets of amends at content, design and build phase.	animated films will be between 2 & 5 minutes, with between 250 & 1000 words & allow for 2 sets of amends at content, design & build phase.
MS03A Data protection impact assessment/privacy notice process	REDACTED	Not Required under SOW #1
MS03B Subject rights requests process		
MS03C What is personal data? (how to identify if it's needed for a project)		
MS03D Data protection in supplier contracts	Not Required under SOW #1	Not Required under SOW #1
MS03E Dealing with data breaches	Not Required under SOW #1	REDACTED
MS03F Data sharing International Data Transfers & how this might apply to your project	REDACTED	Not Required under SOW #1
MS03G How to create & implement a retention policy	Not Required under SOW #1	Not Required under SOW #1
MS03H LLM/Generative AI - what it is, current regulations & safe usage	Not Required under SOW #1	REDACTED

**Total - REDACTED (excluding VAT)****Reimbursable Expenses:**

See Order Form

**Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)**

Call-Off Ref: RM1043.8

Crown Copyright 2022

**5 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**

REDACTED

**For and on behalf of the Buyer**

REDACTED

## Framework Schedule 6 (Order Form, Statement of Work 001 and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

### 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:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"><li>Any Personal Data required in order for the Supplier to undertake the Services</li></ul>
Duration of the Processing	The term of the Call Off Contract, including any Extension Periods.
Nature and purposes of the Processing	<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: communicating with Buyer's staff to co-ordinate the delivery of the project.</p>
Type of Personal Data	Examples include: names, email addresses, telephone numbers
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers).
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	Once Processing is completed, data shall be securely destroyed.