



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **30th June 2022** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Key Performance Indicators and Knowledge Transfer;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);



- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	DF021
Contract Title:	Project Foxtrot - R2D2 Beta Service Block
Contract Description:	Project Foxtrot – Readiness and Reporting Deploy Ability (R2D2) Beta Phase – Service Block
Contract Anticipated Potential Value:	£1,179,900.00 (ex VAT) – Limit of Liability
Estimated Year 1 Charges:	£1,179,900.00 (ex VAT)
Commencement Date:	1 st July 2022

Buyer details	
Buyer organisation name	Defence Digital, UK Strategic Command, Ministry of Defence
Billing address	MOD Corsham, B2, Building 405, Westwells Road, Corsham, Wiltshire SN13 9NR
Buyer representative name	[REDACTED]
Buyer representative contact details	[REDACTED]
Buyer Project Reference	DF/021



Supplier details

Supplier name

Digi2al Ltd

Supplier address

32 Church Road, Hove, England, BN3 2FN

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

RM6100-Lot2-Digi2al-002

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor Registered Address

Not Applicable



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

2. TRANSITION & TRANSFORMATION

Part B – The Services Requirement

Commencement Date

Please see above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	13

Initial Term Months

9 month

Extension Period (Optional) Months

2 x 2 month's

Minimum Notice Period for exercise of Termination Without Cause Ten (10) Working Days

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

MOD Main Building, Whitehall, Westminster, London SW1A 2HB

The Authority's preference is for the scope of this Contract to be delivered from MOD Main Building (Location). In recognition of the current climate, however, the Authority acknowledges that flexibility may be needed through the Contract Term with respect to delivery location. Any Contractor requests for remote working away i.e. away from the Location shall be made in writing and in advance to the Authority's Project Manager (or nominated representative for review and decision), inclusive of the reasons for such request. The Authority shall review the request and respond to the Contractor, with any approval subject still to a minimum number of one (1) days per week working at the Location for all resources. The Contract Value includes the costs of T&S associated with being based in Main Building London.

Should the Supplier be required to work at alternative locations, this will be subject to the Government's Standard Travel and Subsistence rates.



The Standard Government T&S rates apply (i.a.w. MOD Departmental rates) for travel outside of the M25. All T&S must be approved by the Authority's Project Manager or nominated Defence Digital representative prior to bookings being made and/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices.

Receipts

When claiming the reimbursement of actual costs you must be able to support the claim with valid receipts. For example, a claim for a meal or snack should be supported by the receipted bill.

Alcohol: Alcohol consumption cannot be claimed within any element of subsistence. Alcohol may be selected if it is provided free, as part of a meal deal.

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

The team will require MODNET devices and access to relevant data in order to deliver the work. The Buyer shall supply the Supplier with all necessary access to the above, that may be required. The Supplier must inform the Buyer at their earlier convenience of any new personal that must be onboarded, to limited delays.

Additional Standards

Quality Standards

The quality standards required for this Call-Off Contract are:

- No Deliverable Quality Plan is required reference DEFCON 602B 12/06;
- Concessions shall be managed in accordance with Def Stan. 05- 061 Part 1, Issue 6 - Quality Assurance Procedural Requirements – Concessions; and
- 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 Materiel.

Technical Standards

The supplier is expected to deliver the work packages using the most appropriate project management (e.g. Agile, PRINCE2), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (where each applies).

Supplemental Requirements in addition to the Call-off Terms

- 1) The Supplier-provided resources shall be to the standard of skill and experience reasonably expected to deliver the Services. Acting reasonably, the Buyer may request the replacement of any resource it considers to be falling below, or to have fallen below,



the standard that would be reasonably expected in technical delivery and/or professionalism required to deliver the Services. The Supplier shall use all reasonable endeavours to provide a suitable alternative resource to replace such rejected resource at no additional cost to the Buyer, with the proposed replacement identified to the Authority for its comment prior to their commencement in support of the Contract;

- 2) Should the Supplier wish to change/replace resources delivering the Services during the term of the Contract, it shall engage with the Authority to advise of its proposed replacement(s) including their standards and skills and experience to safeguard delivery of the Services;
- 3) During this Call-Off Contract, contractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000;
- 4) The third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit;
- 5) All agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date; and
- 6) All agents and professional consultants involved in the Services hold employer's liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

Buyer Security Policy

Security

1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
2. The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
3. If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
4. Responsibility for costs will be at the:
 - 4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
5. The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred



because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

6. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
7. If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

Buyer ICT Policy

On receipt of a MODNet Device, the Supplier will be asked to review and sign ICT Policies.

Insurance

Third Party Public Liability Insurance - £1,000,000.00

Professional Indemnity Insurance - £1,000,000.00

Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

Buyer Responsibilities

The Buyer is responsible for providing all equipment and necessary information and access to such information that may be reasonable required for the performance of the Contract.

Goods

Not Applicable

Governance – Option Part A or Part B

Governance Schedule
Part A – Short Form Governance Schedule

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Not Applicable.



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses *(see Annex 3 of Framework Schedule 4)*

Part A – Additional Schedules

Additional Schedules
S9: MOD Terms

Part B – Additional Clauses

Additional Clauses
C1: Relevant Convictions
C2: Security Measures

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

The following Alternative Clauses will apply:

NOT USED

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Not Applicable

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable – Please refer to Clause.

Additional Clause C3 (Collaboration Agreement)

Not Applicable – Please refer to Clause.



Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

[REDACTED]

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]	
Job role/title	[REDACTED]	
Signature	[REDACTED]	
Date	[REDACTED]	

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]



Attachment 1 – Services Specification

This service pack is designed to help clients seeking to partner with a highly skilled and proven delivery supplier with extensive knowledge of working to Government Digital standards, User Centred Design (UCD) and Agile development.

This should be used by clients with technical and delivery capability gaps within existing and new teams. It enables a team-of-teams approach, where there are multiple Beta teams, alongside central coherence, to deliver services which are fully aligned with each other and wider customer strategy. [REDACTED]

This service pack provides the customer with the flexibility to prioritise different Beta outcomes depending on the needs of the business. The Service Pack can be described as a “block” [REDACTED] If the Beta is particularly complex, then multiple blocks will need to be purchased to achieve the overall beta outcomes.

Expected outputs:

- Agile service delivery in line with GDS Service Manual and Standard, specifically public and private beta delivery.

Expected outcomes:

- Delivery of impactful and coherent digital services
- Delivery against multiple business needs within the contracted period
- Upskilling customers team members in agile and user centred design

Please refer to Appendix 1 for a copy of the Supplier Proposal.



Attachment 2 – Charges and Invoicing

Part A – Payment Schedule (To be completed on Contract Closedown)

Capability	Day Rate (ex VAT)	Duration (days)	Cost ex VAT
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
█	█	█	█
Total			█

Part B – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)
Delivery Manager – SFIA 5	█
User Researcher – SFIA 5	█
Interaction Designer – SFIA 5	█
Content Designer – SFIA 5	█



Technical Lead – SFIA 5	████
Business Analyst or Service Designer – SFIA 5	████
Data Engineer – SFIA 5	████
DevOps Engineer – SFIA 5	████
3 x Developer – SFIA 5	████
QA Lead – SFIA 5	████

The payment profile for this Call-Off Contract is monthly in arrears.

Part C – Early Termination Fee(s)

Ten (10) working days formal notice, as in accordance with Part B – The Services Requirement, Order Form, Contract Period, is required. No early termination fee will be applicable to this notice period. Should the Authority wish to terminate the Contract with less than 10 working days notice, the Authority will be obligated to pay the full 10 working days charge.



Attachment 3 – Outline Implementation Plan

*This below example Implementation plan is only to be used on formal instruction from the Authority to the supplier.

#	Milestone	Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>)	Duration (Working Days)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		



Attachment 4 – Key Performance Indicators and Knowledge Transfer

Clause 1 - Knowledge Transfer

- 1.1 The Contractor shall report (be that written or oral) to the Authority, at the end of each 'service block' (namely, every 2 sprints), the knowledge transfer activity that has been conducted under this contract. The Knowledge Transfer report, as detailed above, shall consist of any combination of the following:
- a. Evidence of delivery of the ongoing knowledge transfer to MOD crown servants as part of the contract;
 - b. Evidence of collaboration between contract workstream leads and their MOD client counterpart of how they have shaped and agreed an appropriate amount and type of knowledge transfer; and
 - c. Evidence of promotion and oversight of knowledge transfer with captured examples of knowledge transfer, and evidence of regular feedback to improve the value of knowledge transfer to MOD.
- 1.2 Knowledge transfer includes, but is not limited to, technical and personal development areas; and may be in various forms including coaching, mentoring, training, presentations, show & tell sessions, attending communities of practice meeting, etc.

Clause 2 – KPI

- 2.1 The Contractor's performance under the contract shall be measured by the Authority's Senior Responsible Owner (SRO), or a named Crown Servant who has formal delegation from the SRO, at each Sprint Review (on a bi-weekly occurrence) (hereinafter referred to as "Period of Performance") against the Key Performance Indicators (KPIs) detailed in the Call-off Order Form, Attachment 4, Table A (Performance Measurements)-
- 2.2 The measurement of achievement will be in accordance with the metrics and scores set out in Call-off Order Form, Attachment 4, Table A (Performance Measurements) of the Contract.
- 2.3 During a Period of Performance, the Contractor must score 3 or more against each individual KPI for the Contractor's performance to be deemed "acceptable" by the Authority. If during the Period of Performance, the Contractor's score against any individual KPI is less than 3, the Contractor's performance shall be deemed by the Authority's Project Manager as being "below expectations" and in



the first instance the Authority and Contractor shall have a contractual obligation to collaboratively to create an 'Improvement Plan', which will comprise as a contractual obligation to adhere to, for the remainder of the Service Block.

- 2.4 During a Period of Performance, where delivery fails to achieve acceptable quality, as detailed in Clause 2.3, on a frequent basis (to be determined by the Authority) despite Improvement Plans, the Authority reserves the right to exercise its right, detailed in the Call-off Order Form, Part B – The Services Requirement, Clause 'Termination for Convenience', to Terminate the Contract for convenience.
- 2.5 For the purpose of Clause 2.3 , an 'Improvement Plan' shall be defined as “a formal written document capturing the processes and procedures which the Contractor shall put in place to improve the service provided in the Contract”. The plan should include, but is not limited to, an on-going review of the services and actions that the Contractor shall take to improve these, a clear objective list of service failures, a clear objective measurable list of improvement expected, clear timescales for improvement and a clear list of training requirements; etc.
- 2.6 The 'Implementation Plan' shall be approved and monitored by an authorised member of both parties.



		Score of 1	Score of 2	Score of 3	Score of 4	Score of 5
		Significant improvement required		Adequate but potential for further improvement	Consolidate high performance level	
Serial	CRITERIA	Implication; Improvement Plan to be agreed with Authority immediately and to be reassessed in the next bi- weekly meeting.		Implication; Improvement Plan to be agreed with Authority immediately and to be reassessed in the next bi- weekly meeting.		
KPI 1	<p><u>Progress and Quality of Service Block/Sprint Delivery</u></p> <p>(Consider progress and quality of delivery. The Contractor is expected to deliver the work using the most appropriate project management (e.g.Agile), as agreed within the team and in accordance with both the Government's Technology Code of Practice, and the Government Service Manual (GSM) (where each applies).</p> <p>The Authority will use the GSM (Agile delivery - Service Manual - GOV.UK (www.gov.uk)) as the standard for governing the service.</p>	Delivery falls short of GSM Standards and fail to meet the user needs in terms of quality; and/or Excessive effort is required to extract suitable delivery; and/or Delivery fails to achieve acceptable quality despite Improvement Plans	Sprint Review/ End of Block Show and Tell reporting, identifies significant delays in progress against delivery and presents unmanaged and avoidable risk to the Authorities Programme of work or Quality of Service. Some delivery fails to meet requirements and user needs; and/or Undue effort required to extract suitable delivery; and/or Delivery acceptable only after more than 2 x re-work cycles.	Sprint Review/ End of Block Show and Tell reporting, identifies the progress against delivery as predominantly on track. In general, delivery is sufficient to meet requirements and/or Limited effort is required to extract suitable delivery; and/or Delivery is acceptable with after 2 x re-work cycle.	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track. Delivery sometimes exceeds expectations/ requirement for quality; and/or Minimal effort is required to extract suitable delivery, and there is usually a willingness to resolve issues if they arise; and/or Delivery acceptable with a single re-work cycle.	Sprint Review/ End of Block Show and Tell reporting identifies the progress against delivery as on track and in some instances delivering early. Delivery always exceeds expectations for quality, with staff applying the right level of rigor and detail, and with excellent use of technical knowledge; and/or Virtually no effort is required to extract delivery; and/or Delivery acceptable without substantial re-work.



KPI 2	<p><u>Contractor Collaboration and Knowledge Transfer</u></p> <p>(Consider the adherence to Call-Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer)</p>	<p>No clear evidence of Knowledge Transfer in accordance with Call-Off Order Form Attachment 4 – Key Performance Indicators and Knowledge Transfer, Clause 1 - Knowledge Transfer, 1.1; and/or Poor planning, little visibility of plans, lack of support for joint working; and/or No communication of issues impacting Knowledge Transfer; and/or Does not adhere to the Knowledge Transfer Clause and does not demonstrate desire to be part of a collaborative culture.</p>	<p>Sprint Reviews and Project Meetings identify poor relationships with the Authority and stakeholders, with limited evidence of Knowledge Transfer; and/or Collaboration deficiencies are identified by the Authority and there is no evidence that effective actions are being undertaken to remediate; and/or Little evidence of adherence to the Knowledge Transfer Clause and Collaboration.</p>	<p>Sprint Reviews and Project Meetings relationships and Knowledge transfer is judged to be collaborative and effective but with opportunities for improvement; and/or There is clear evidence of limited Knowledge Transfer, however there is wide scope for improvement; And/or Where opportunities or deficiencies are identified, including with stakeholders, action recorded in issues/action log, and action subsequently undertaken.</p>	<p>Sprint Reviews and Project Meetings reflect good Contractor relationships with both the Authority and Stakeholders; and/or There is clear evidence of Knowledge Transfer, once or more in the 'Service Block' term;</p>	<p>High standard of collaborative relationships with stakeholders; and/or The Contractor proactively recognises relationship challenges and works to build a collaborative culture; and/or Actively looks for opportunities for improvement and demonstrates rapid action resolution. And/or There is clear evidence of Knowledge Transfer on multiple occasions through the service block.</p>
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KPI 3	<u>Delivery & Resource Management</u>	Output or service is severely affected, having detrimental effect on Delivery Project, due to Contractor people churn, staff skills and attitudes are insufficient or gapped posts; and/or Personnel roles are unfilled or changed without sufficient notice; and/or Backfill of Personnel does not meet the requirements of the role; and/or Reluctance to resolve issues.	Output or service adversely affected causing minor or recoverable delays to the delivery projects; and/or Personnel roles are filled but changed with little notice; and/or Personnel do not meet the requirements and/or the right standards of service delivery; and/or Issues are resolved after several instances being raised by the Authority.	Output or service is maintained in line with plan but requires additional management or intervention to not delay delivery projects; and/or Personnel roles are filled in accordance with the Contract notice period when personnel are changed; and/or Personnel meet requirements, but little consideration given to knowledge transfer; and/or Issues are owned and resolved.	Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives notice in accordance with the Contract, ensures backfill meets requirements and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed.	Output or service is delivered in line with Resource plan with no intervention required; and/or Personnel roles are filled and when changes are made the contractor gives advance notice, ensures backfill meets or exceed requirements and that there is sufficient knowledge transfer; and/or Issues are proactively identified and managed. The Contractor actively worked with the Authority to continuously improve.
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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Part B – Key Sub-Contractors

NOT APPLICABLE



Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Type (COTS or Non-COTS)	Term/ Expiry
██████	██████	██████████████	1	████	██████	██████████████
██████	██████	██████████████	1	████	██████	██████████████
██████████	██████████	██████████	1	████	██████	██████████████
█████	█████	██████	1	████	██████	██████████████
████████	████████	██████	1	████	██████	██████████

OFFICIAL-SENSITIVE COMMERCIAL

Attachment 7 – Financial Distress

NOT USED

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Ministry of Defence (MoD) personnel records of various types, including in its "raw" form and once processed, visualised, etc. This is assessed and outlined in full in the DPIA. <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> NOT APPLICABLE <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> 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 Buyer (excluding the Supplier Personnel engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller, <p>For the purpose of Clause 1.2 of the joint controller clauses the either Buyer or Supplier shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e).</p> <p>The Parties are Independent Controllers of Personal Data</p>

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	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • 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 Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller.
Duration of the processing	As required, for the duration of the contract. We expect the Supplier to cease access to and delete all locally held Personal Data. While the Supplier should not need to process any Personal Data on any devices or servers that are not owned or managed by the MoD, the processing will also end once the Supplier has destroyed/deleted any Personal Data of which they are incidentally in possession.
Nature and purposes of the processing	Processing is required for the purpose of providing visualisations of MoD personnel (and other) data. Predominantly, the nature of the processing will be: transformation (merging several data sources, cleansing them, standardising their formats, etc.), visualisation (e.g. on dashboards) and potentially serving original or transformed data to other applications (e.g. via APIs)
Type of Personal Data	Data will include that about the person and their job, their location, their qualifications, their medical state, and other deployability and availability elements. Please see the DPIA for more information.
Categories of Data Subject	Military personnel (Other non-personal data will also be processed)
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	There should be no need for the return or destruction of data by the supplier, since they should not retain it on their devices/systems; however, it should be returned and destroyed immediately after its use under contract, if it is accidentally or temporarily retained. This should be by exception and with explicit permission from the SRO or delegated personnel.

Attachment 10 – Transparency Reports

NOT USED

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Annex 2 – Call Off Terms

Annex 3 – Call Off Terms and Additional/Alternative Schedules and Clauses

Additional Schedules
S9: MOD Terms

Additional Clauses
C1: Relevant Convictions
C2: Security Measures

Appendix 1



OFFICIAL-SENSITIVE COMMERCIAL