

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

## Order Form -

### HARDWARE AUTHENTICATION DEVICES

CALL-OFF REFERENCE: 709340450

THE BUYER: Ministry of Defence

BUYER ADDRESS

Defence Digital, Building 405, MOD Corsham,  
Westwells Road, Corsham, SN13 9NR

THE SUPPLIER: XMA Limited

SUPPLIER ADDRESS: Wilford Industrial Estate,  
Ruddington Lane, Wilford,  
Nottingham, NG11 7EP

REGISTRATION NUMBER: 02051703

DUNS NUMBER: 298484148

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> November 2023. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 2: Hardware and Associated Services

#### 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:

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
Copyright 2018

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6068 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
  - Call-Off Schedules for RM6068
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. 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.
7. Annexes A to E Call-Off Schedule 6 (ICT Services)

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:**

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificates of Conformity (CoC) shall be provided in accordance with DEFCON 627.

##### **Special Term 2:**

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

##### **Special Term 3:**

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

##### **Special Term 4:**

Any contractor working parties shall be provided in accordance with Def Stan. 05061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

##### **Special Term 5:**

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
Copyright 2018

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.

**Special Term 6:**

Security Aspects Letter – The Supplier has confirmed compliance with the Security Aspects Letter for this Contract.

**Special Term 7:**

XMA must have an FSC formerly List X facility with SC cleared personnel within their distribution chain. XMA must name an SC cleared security representative or an SC cleared Security controller to receipt the YubiKeys at their List X facility and have signed copies of the courier notes at each end to show that there has been no tampering of the packaging of the YubiKeys. If any of the tamperproof seals are broken, then this should be highlighted to the nominated Buyer representative to highlight this issue.

CALL-OFF START DATE: **1<sup>st</sup> November 2023**

CALL-OFF EXPIRY DATE: **31<sup>st</sup> October 2024**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **Not Applicable**

**CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification)

**LOCATION FOR DELIVERY**

The primary location for the provision of deliverables will be: Digital Identity for Defence 'Core', Floor 1, Mustang Building, MOD Corsham Wilts. However, this should always be confirmed with the MOD Project Manager prior to any deliveries. There may be a requirement to deliver to other MOD location sites. These sites will be confirmed at the time of order.

**DATES FOR DELIVERY OF THE DELIVERABLES**

Initial order requirement to be delivered within Financial Year 23/24. Further delivery requirements to follow.

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)** Crown  
Copyright 2018

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The limitation of liability for this contract is **£580,000.00**

**CALL-OFF CHARGES**

The total contract value is £666,666.67 Firm Price (ex VAT).  
See details in Call Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

**REIMBURSABLE EXPENSES**

Not applicable

**PAYMENT METHOD**

Payment will be made via the MOD electronic purchasing system CP&F.

**BUYER'S INVOICE ADDRESS:**

Defence Digital, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Building 405, Westwells Road  
Corsham  
Wiltshire  
United Kingdom  
SN13 9NR

Email - [REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019.  
This is available online at 20190625-EMS Corsham Site June 2019 Document (1).doc (sharepoint.com). This can be viewed on MODNET. A copy can be made available if required.

**BUYER'S SECURITY POLICY**

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
Copyright 2018

MoD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. This is available online at SAOP\_1\_Corsham\_Security\_Standing\_Orders.pdf (sharepoint.com). This can be viewed on MODNET. A copy can be made available if required.

Process: There are mitigations which will be put in place which reduces the likelihood of the YubiKeys being tampered with during distribution and delivery. These include;

- Defence Digital (DD) are purchasing the YubiKey through a trusted supplier; XMA will obfuscate that the MoD are end users of the keys. This ensures that Yubico are not aware the YubiKeys are intended for use within MoD.
- Yubico will distribute the keys in boxes with anti-tamperproof seals and use DHL Courier service to XMA. An agreement will be in place with XMA to return any packages where the anti-tamperproof seal has been broken and replaced from Yubico.
- XMA will hold Facility Security Clearance (FSC) formerly known as 'List X' refers to contractors or subcontractors which have been formally assessed by the relevant Government authority and reached the required standard as defined in GoVS 007 – Security to hold, process or manufacture materiel at SECRET (foreign CONFIDENTIAL) or above on the company premises.
- XMA will not repackage the items but will hold the YubiKeys securely in their FSC facility and ensure that the serial numbers match up, if these do not and there is any evidence of tampering then XMA will engage with Yubico.
- XMA will distribute them to DD or to an authorised recipient within 'purple gate' of the MoD establishment in the original packaging with anti-tamperproof seals. XMA will forward on the number and serial number of the packages to ensure that the receiving establishment is aware of the number of packages and associated serial numbers.
- XMA will use Parcel Force tracked courier service (a trusted courier and meets with JSP 440) for which is appropriate method for control of the YubiKeys. Again, any sign of tampering the item should be dealt with as per the Yubico process below.
- The YubiKeys won't show MoD markings on them, if lost and found by a nonMoD employee or stolen, it would be difficult for the finder to know the YubiKey is property of the MoD.

Yubico process (from Yubico's website):

- Yubico ships all individual YubiKeys in blister packaging, i.e. a plastic shell that makes it difficult for our product packaging to be tampered with without showing visible signs of wear. These will be in boxes with anti-tamperproof seals for onward distribution.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
Copyright 2018

- The back of the YubiKey packages should have a perforated outline (marked by dotted lines) that makes it easy for you to open your YubiKey package when it arrives for the end user. If this cardboard section arrives broken or damaged, or if it is suspected your YubiKey has been repackaged or it has been damaged in any way prior to arrival, please contact the seller from whom you purchased and ask for an exchange or refund.
- As a security company, Yubico take the security of their products very seriously – from the programming of the software all the way down to the physical packaging. For this reason, Yubico advise all customers to purchase from trusted vendors exclusively.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Email -

**SUPPLIER'S CONTRACT MANAGER**

Email -

**PROGRESS REPORT FREQUENCY**

The supplier will be expected to provide weekly status updates against all items highlighting any delays, expected delivery dates, and confirmation of delivery to the Authority. This will be delivered by e-mail to the project manager.

Report	Frequency	Contents	Format
Status and progress report	Weekly	Delays, Expected Delivery Dates, Confirmation of Deliveries, any other impacting information.	Electronic readable format (Word or PDF)

**PROGRESS MEETING FREQUENCY**

As required to support delivery.

**KEY STAFF**

Buyer Key Staff

**KEY SUBCONTRACTOR(S)**

Not applicable.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown**  
Copyright 2018

**COMMERCIALLY SENSITIVE INFORMATION**

As set out in Joint Schedule 4 (Commercially Sensitive Information).

**SERVICE CREDITS**

Not applicable.

**ADDITIONAL INSURANCES**

Not applicable.

**GUARANTEE**

Not applicable.

**SOCIAL VALUE COMMITMENT**

In line with the Suppliers response to the Authority's Social Value questionnaire and Joint Schedule 5 (Corporate Social Responsibility) RM6068.

.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]