



Crown
Commercial
Service

CALL-OFF CONTRACT
(PART A ORDER FORM and PART B SCHEDULES)

Cyber Security Services Framework

Reference Number – RM3764

Attachment – 5a



Crown
Commercial
Service

CALL-OFF CONTRACT

PART A Order Form , Specific Terms and
PART B Schedules

| | |
|------------------------|--------------------------------|
| Ref | CSS01-XXX |
| Customer Ref: | CLICK HERE TO ENTER TEXT. |
| Date: | Click here to enter date. |
| Purchase Order Number: | Click here to enter PO Number. |

| BETWEEN: | |
|-----------|---|
| From: | the “Customer” [Customer Full Name Customer Full Address] |
| To: | the “Supplier” [Supplier Full Name] [Supplier No.] [Supplier Full Address] (registered office address) |
| Together: | the “Parties” |

| PRINCIPAL CONTACT DETAILS: | | |
|----------------------------|---------------|------------------------------------|
| For the Customer: | Name: | Click to enter Name. |
| | Title: | Click to enter Title. |
| | Email: | Click here to enter Email address. |
| | Phone Number: | Click here to enter Phone No. |
| For the Supplier: | Name: | Click to enter Name. |
| | Title: | Click to enter Title. |
| | Email: | Click here to enter Email address. |
| | Phone Number: | Click here to enter Phone No. |

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services- RM3764; Part B Schedules and Part C – Call-Off Terms and Conditions .

The Supplier agrees to supply Cyber Security Services specified below on and subject to the terms of this Contract and for the avoidance of doubt this Contract consists of the terms set out in this Part A - Order Form, Part B - The Schedules, any executed Statement of Works, together with Part C - Call-Off Terms and Conditions.

1. CALL-OFF CONTRACT TERM

- 1.1 **Commencement Date:** [\[Click here to enter a date.\]](#)
- 1.2 **Term of Call-Off Contract:** Up to 2 years

2. CUSTOMER CONTRACTUAL REQUIREMENTS

- 2.1 **Cyber Security Services required: *** For the provision of [\[Click here to enter requirement\]](#) under the [\[CSS01-XXX\]](#) project
- 2.2 **Warranty Period:** [\[XX Working Days\]](#) date of customer acceptance of release [\[\]](#)

Note to Customers: In the majority of cases Warranty on consultancy may not be appropriate. When required please use 2.2 to define duration and type of Warranty required.

- 2.3 **Customer Location(s)/Premises:** [\[Click here to enter the Delivery Location\]](#)
- 2.4 **Supplier Location(s)/Premises:** [Click here to enter the Delivery Location](#) [\[\]](#)
- 2.5 **Relevant Convictions:** [\[Click here to enter text.\]](#)
- 2.6 **Staff Vetting and Security Clearance:** [\[Click here to enter text.\]](#)
- 2.7 **Local health and safety procedures:** [\[Click here to enter text.\]](#)
- 2.8 **Non-Disclosure requirements:** [\[Click here to enter text.\]](#)
- 2.9 **Exit Planning:** [\[Click here to enter text.\]](#)
- 2.10 **Security Requirements:** [\[Click here to enter text.\]](#)
(including details of Security Policy and any additional Customer security requirements) **
- 2.11 **Protection of Customer Data:** [\[Click here to enter text.\]](#)
- 2.12 **Standards:** CESG Cyber Security Consultancy Standard
- 2.13 **Business Continuity and Disaster Recovery:** [\[Click here to enter text.\]](#)
- 2.14 **Liability:** [£1,000,000](#) [\[\]](#)
- 2.15 **Insurance:** [\[As per Clause 16 of the framework Agreement RM3764: "liability insurance, in respect to amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, in respect of \(i\) accidental death or bodily injury and/or \(ii\) loss of or damage to property, with a minimum limit of five million pounds sterling \(£5,000,000\)" "Professional indemnity insurance with a minimum limit of indemnity of one million pounds sterling \(£1,000,000\)"\]](#)

for each individual claim”

]

3. SUPPLIER'S INFORMATION

- | | |
|--|------------------------------|
| 3.1 Commercially Sensitive Information | [Click here to enter text.] |
| 3.2 Key Sub-Contractors | [Click here to enter text.] |

4. CONTRACT CHARGES AND PAYMENT

- | | |
|--|---|
| 4.1 The method of payment for the Contract Charges (GPC or BACS) | [CHOOSE AN ITEM.] |
| 4.2 Invoice details | |
| 4.2.1 Where and how to send invoices | [Click here to enter text. Click here to enter text.] |
| 4.2.2 Who to send invoices to | [Click here to enter text.] |
| 4.2.3 Invoice information required – eg PO, Project | |
| 4.3 Invoice Frequency | [Click here to enter text.] |
| 4.4 Contract Charges | [Click here to enter Fixed Price or Estimated Contract Charges.] |

- **Cyber Security Services required Note:**

Scope of requirements excluded hardware or software products

**** Security Requirements Note:**

If work is carried out at the OFFICIAL-Sensitive area or above for any government department, there will be the requirement for a Security Aspect Letter to accompany the contract award.

The Customer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

What is a security aspects letter?

The ‘secret matter’ in an invitation to tender (ITT) or contract containing (Defence Conditions) DEFCON 659A must be defined to the contractor in writing. The special obligations laid upon the contractor become legally effective only when the (Ministry of Defence) MoD has issued a notice, in writing, defining which aspects of the ITT or contract are to be marked and protected as Reportable OFFICIAL, OFFICIAL-SENSITIVE, SECRET and TOP SECRET. This is achieved by means of a security aspects letter (SAL) written by the contracting body, or by the inclusion of a security aspects clause in the ITT or contract.

The contractor is required to confirm in writing that he understands and will implement the terms of the SAL or clause. The SAL is the legal instrument under which a UK contractor may be prosecuted under the Official Secrets Act. The SAL must therefore be issued to the contractor with the ITT or contract document. (Ministry of Defence, Defence Equipment and Support) Principal Security Advisor) DE&S PSyA's office must be informed in advance if this is not possible.

<https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor>

Contract Charges:

(Insert Winning Providers' Pricing Matrix)

5. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

5.1 **Supplemental requirements in addition to the Call-Off Terms** [\[Click here to enter text.\]](#)

5.2 **Customer Specific Amendments to/refinements of the Call-Off Terms** [\[Click here to enter notes.\]](#)

| Clause | Heading | Minimum No. of days held within the Call-Off Agreement |
|--------|---|--|
| 4 | WARRANTIES AND REPRESENTATIONS | XX Working Days date of customer acceptance of release |
| 19 | SUPPLIER ASSISTANCE AT RETENDERING | Ten (10) Working days |
| 25 | FORCE MAJEURE | Fifteen (15) consecutive Calendar Days |
| 30 | CHANGES TO CONTRACT | Five (5) Working Days |
| 38 | DISPUTE RESOLUTION | Various |
| 39 | LIABILITY | Various |
| 40 | TERMINATION EVENTS MATERIAL BREACH | Fifteen (15) consecutive Calendar Days |

6. FORMATION OF CONTRACT

- 6.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into this Call-Off Contract under Cyber Security Services – RM3764 with the Customer to provide the Services.
- 6.2 The Parties hereby acknowledge and agree that they have read the Part A - Order Form and the Call-Off Terms and by signing below agree to be bound by this Contract.
- 6.3 In accordance with paragraph S-9 of Framework Schedule 4 (Call-Off Procedure), the Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form from the Supplier within **[two (2)]** Working Days from receipt (the “Call-Off Effective Date”).
- 6.4 The Call-Off Agreement outlines the deliverables and expectations of the Parties. Order Form outlines any Terms and Conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of the Call-Off Standard Terms and Conditions

7. RECITAL

- (A) The Authority undertook a procurement to select suppliers, including the Supplier, to provide Cyber Security Services (the “**Services**”)
- (B) The Supplier is a CESG certified provider of Cyber Security Services and undertook to provide such Services under the terms set out in the Framework Agreement.
- (C) The Customer is entitled to enter into this Contract pursuant to the terms of the Framework Agreement and has completed this Order Form in respect of the Services.
- (D) The Customer served this Order Form for Services on the Supplier on [Click here to enter a date.](#)
- (E) The Supplier confirmed its agreement to and acceptance of the terms of this Order Form and the Parties hereby duly execute this Call-Off Contract.
- (F) The Parties wish to establish a Call-Off Contract (Note: There is no commitment at Call-

Off level, this sets scope, duration and value. The commitment from the Customer to the Supplier, will come at the Statement of Work level on an iterative basis.) which reflects CESG Cyber Security Consultancy policy, guidance and standards (http://www.cesg.gov.uk/servicecatalogue/service_assurance/consultancy/Pages/consultancy.aspx), that will be adopted by the Parties in the delivery of the Services. The intention of the Parties is that the Contract can be terminated by the Customer at short notice without liability for costs of termination and similarly, the Contract will automatically expire if the Parties do not agree to execute a further Statement of Work (SoW).

- (G) The Parties intend that specific instructions and requirements in respect of each work package (or other adhoc Services under this Contract) shall be issued and shall have contractual effect on the execution of an SoW and as agreed by the Parties in the SoW and that payment for Services shall only become due as set out in an executed SoW.

SIGNED:

| | Supplier: | Customer: |
|------------|---|---|
| Name: | [Click here to enter text.] | [Click here to enter text.] |
| Title: | [Click here to enter text.] | [Click here to enter text.] |
| Signature: | <div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 48px; font-weight: bold;">X</div> </div> <div style="text-align: right; margin-top: 5px;">Click here</div> | <div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); font-size: 48px; font-weight: bold;">X</div> </div> <div style="text-align: right; margin-top: 5px;">Click here</div> |
| | to enter a date.] | to enter a date.] |

PART B – THE SCHEDULES

SCHEDULE 1 - REQUIREMENTS

REQUIREMENTS:

[Click here to enter text.](#)

CURRENT SITUATION/ BACKGROUND:

[Click here to enter text.](#)

CURRENT ROLES AND RESPONSIBILITIES

[Click here to enter text.](#)

THE METHODOLOGY

[Click here to enter text.](#)

GOVERNANCE

[Click here to enter text.](#)

SERVICES AND/OR ROLES SOUGHT UNDER THIS RFP

Cyber Security Service(s): [Click to enter Cyber Services required](#)

Customer's required outcomes are stated below

Supplier's response to Customer's requirements:

SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

[Insert the suppliers high-level delivery plan]

SCHEDULE 3 - CUSTOMER RESPONSIBILITIES

[Click here to enter text.](#)

SCHEDULE 4 – ADDITIONAL CUSTOMER TERMS

1. RELEVANT CONVICTIONS

- 1.1 This Clause shall apply if the Customer has so specified in the Order Form.
- 1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 1.3 For each member of Supplier Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):
 - 1.3.1 carry out a check with the records held by the Department for Education (DfE);
 - 1.3.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 1.3.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

2. ADDITIONAL STAFFING SECURITY

- 2.1 This Clause 2 shall apply if the Customer has so stipulated in the Order Form.
- 2.2 The Supplier shall comply with the Staff Vetting Procedures in respect of all or part of the Supplier Staff (as specified by the Customer) and/or any other relevant instruction, guidance or procedure issued by the Customer that will be used to specify the level of staffing security required and to vet the Supplier Staff (or part of the Supplier Staff).
- 2.3 The Supplier confirms that, at the Commencement Date, the Supplier Staff were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures and/or any other relevant instruction, guidance or procedure as specified by the Customer.

3. CALL OFF GUARANTOR

- 3.1 This Clause 3 shall apply if the Customer requires a Call-Off Guarantor
- 3.2 Framework Schedule 10 Deed of Guarantor to be used

SCHEDULE 5 – STATEMENT OF WORKS (SoW)

1. SOW DETAILS

| | |
|---|--------------------------------|
| Date of SoW: DD/MM/YYYY | [Click here to enter a date.] |
| SoW Reference: (e.g. CSSXX-XXX.X) | [CSS01-XXX.X] |
| Customer: | [Customer Full Name] |
| Supplier: | [Supplier Full Name] |
| Sub-Contractors: | [Click here to enter text.] |
| Service Delivery Type(s): (Fixed price, or SoW) | [Click here to enter text.] |
| Overall Estimated Service Completion Date: (the "Completion Date" DD/MM/YYYY) | [Click here to enter a date.] |
| Duration of SoW (Date of SoW to Completion Date – expressed as Working Days) | [Click here to enter text.] |
| Charging Mechanism(s) for this SoW: (Capped/ Time and Materials/ Time and Materials/ Fixed Price) | [Choose an item.] |

- 1.1 The Parties shall execute a SoW for each Service Delivery package.
- 1.2 The rights, obligations and details agreed by the Parties and set out in this SoW apply only in relation to the Services that are to be delivered under this SoW and shall not apply to any other SoWs executed or to be executed under this Contract unless otherwise agreed by the Parties.
- 1.3 The following documents shall be inserted as Annexes to this Schedule as soon as they have been developed and agreed by the Parties:
 - 1.3.1 Annex 1: the initial Service Delivery Plan developed for this SoW;
 - 1.3.2 Annex 2: the Deliverables for this SoW
 - 1.3.3 Annex 3: high level objectives for this SoW

2. KEY PERSONNEL

2.1 The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table at paragraph 2.2 below.

2.2 Table of Key Personnel:

2.3 *[GUIDANCE NOTE: Insert names and roles of Supplier Staff who are considered to be Key Personnel for the purposes of delivering this service and whether they are working onsite or offsite.*

| Name | Role | Details |
|------|------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. DELIVERABLES

- 3.1 Click to enter Deliverables.
- 3.2 Click to enter Deliverables.
- 3.3 Click to enter Deliverables.
- 3.4 Click to enter Deliverables.
- 3.5 Click to enter Deliverables. |

4. BALANCED SCORECARD & KPIS

4.1 In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties have agreed the following Balanced Scorecard & KPIs for this Release:

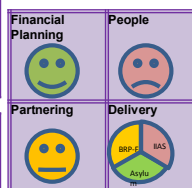
4.2 Balanced Scorecard Model

4.2

Appendix 2 - Balanced Scorecard

| KPI – FINANCIAL AND RESOURCE PLANNING | | |
|---|--|--|
| Suppliers work with the Authority through planned monthly resourcing meetings and produce a costed resource profile on the standard template provided by the Authority. The forecast resource plans must be credible and capable of maintaining future delivery momentum. | | |
| Measurement | | |
| Costs are accurate and resource plans are credible. | Costs and/or resource levels are incorrect but the plan is broadly credible with some minor adjustments. | Costs and/or profiling do not align with the programme delivery plan and will require substantial reworking to make credible |
| Source | | |
| Project Manager verification of supplier resource profile and plans feedback | | |
| Owner | | |
| Commercial with Delivery and Finance support. | | |

ACME
Comput
ing



| KPI - PEOPLE | | |
|---|--|---|
| Successful recruitment and placement of key resources meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills by identifying skills issues early and in a timely fashion addressing any deficits. | | |
| Measurement | | |
| Supplier conversion of candidate to placement is not lower than 1:3 and/or placed resources are not substituted at the Authority's request in the month. | Supplier conversion of candidate to placement is less than 1:3 but no less than 1:6 and/or supplier is asked to swap out at least one resource in the month. | Supplier conversion of candidate to placement is less than 1:6 and/or is asked to substitute more than one resource in the month. |
| Source | | |
| Project Managers verification of recruitment and retention. | | |
| Owner | | |
| Commercial with Delivery support. | | |

| KPI - PARTNERING BEHAVIOURS AND ADDED VALUE | | |
|---|--|--|
| Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner in line with partnering behaviours. Supplier shows commitment to IPT programme goals through adding value over and above the provision of compensated skilled personnel. | | |
| Measurement | | |
| - No behavioural problems identified. | - Some minor behavioural problems. | - Significant behavioural problems |
| - IPT workshops (such as pulse, think tank, lessons learned) attended and positive contributions made. | - Supplier only attends Some workshops or provides minor contributions. | - Supplier contributions are rare or insignificant and shows little interest in working with other suppliers |
| - Added Value recognised by the programme above provision of compensated skilled resource | - Supplier adds some value above provision of compensated resource but programme do not regard as significant. | - no added value contributions recognised by Programme. |
| Source | | |
| Collective feedback on suppliers from both client and other supplier staff. | | |
| Owner | | |
| Commercial with Delivery verification. | | |

| KPI - DELIVERY | | |
|---|---|---|
| The team in which a supplier is a member has delivered all of the agreed stories in a month (or supplier specific agreed deliverables where the role may not be delivery focused. A supplier will achieve the RAG status of the team. | | |
| Measurement | | |
| All teams in which a supplier is a member of have delivered 100% of the planned stories for the month. | Less than 100% of the stories have been achieved by a team. | Less than 95% of the stories have been achieved by a team |
| Source | | |
| Project Manager verification from retro's. | | |
| Owner | | |
| Commercial with Delivery verification. | | |

5. CONTRACT CHARGES

From the following, please select and outline your charging mechanism for this SoW. Where a charging mechanism is not required, please remove text and replace with "Unused".

The following charging mechanism required for this SoW is:

- ☐ CAPPED TIME AND MATERIALS
- ☐ MILESTONE DELIVERABLES
- ☐ TIME AND MATERIALS
- ☐ FIXED PRICE

5.1 CAPPED TIME AND MATERIALS

5.1.1 Where Services for this SoW are being delivered on a Capped Time and Materials basis, the provisions of this paragraph 5.1 and the Time and Material rates set out at paragraph 5.3.5 shall apply.

5.1.2 The maximum price the Supplier is entitled to charge the customer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses)

shall be £[Click here to enter text.](#)

per *enter Service Period e.g. Week, Working Days etc.* ("**Maximum Price**")

5.1.3 Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.

5.1.4 The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out at paragraph 5.1.2 above and it shall continue at its own cost and expense to provide the Services even where the price of Services delivered to the Customer on a Capped Time and Materials basis has exceeded the Maximum Price.

5.1.5 The customer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

5.2 MILESTONE DELIVERABLES

5.2.1 Milestone Deliverable pricing shall be against the service delivery plan agreed by the Customer and Supplier at the start of the SoW.

5.2.2 The Supplier must complete the service Deliverable by the due date. The Customer will review the Deliverable against the agreed acceptance criteria to sign off acceptance

5.2.3 Once the Customer has accepted the Deliverable the Supplier can raise and send an invoice.

5.3 TIME AND MATERIALS

5.3.1 The Time and Materials pricing structure shall apply:

- (a) for Services delivered (or as agreed otherwise by the Parties); and
- (b) for other aspects of the Services as may agreed by the Parties.

5.3.2 Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a

5.3.3 The Supplier shall provide a detailed breakdown of any Time and Materials with sufficient detail to enable the Customer to verify the accuracy of the Time and Materials Contract Charges incurred.

5.3.4 For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in relation to the provision of Services for which time and materials Contract Charges apply. The Supplier shall maintain full and accurate records of the time spent by the Supplier Staff in providing the Services and shall produce such records to the Customer for inspection at all reasonable times on request.

5.3.5 Time and Material rates (excluding VAT) (Estimated cost for a SoW from Supplier proposal)

[illegible]

5.4 FIXED PRICE

5.4.1 Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table at paragraph 5.4.3 shall apply

5.4.2 The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in paragraph 5.4.3: insert full details of any information, assumptions, representations, risks and contingencies which the Parties are relying on in relation to the prices set out in the table at paragraph 5.4.3 below

5.4.3 Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

| Fixed Charge | Description | Service Period (or if Payment linked to Milestones then, Milestone Date) | Breakdown By Role and Duration |
|--------------|-------------|--|--------------------------------|
| | | | |
| | | | |
| | | | |

6. ADDITIONAL REQUIREMENTS

GUIDANCE: Insert any additional requirements in respect of this SoW which haven't been captured in the Annexes to this Schedule or in the other Call-Off schedules to this Contract (e.g. Specific reporting requirements, additional security requirements for this Sow, standards, etc.)

7. AGREEMENT OF SOW

7.1 BY SIGNING this SoW, the Parties agree to be bound by the terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Customer

Signature:

X

Date:

[Click here to enter a date.](#)

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:

X

Date:

[Click here to enter a date.](#)

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Please send copies of all SoW to Crown Commercial Service email: ict_services@crowncommercial.gov.uk titled Cyber Security Services SoW.

SCHEDULE 6 - CONTRACT CHANGE NOTE

Order Form reference for the Contract being varied:

BETWEEN:

[Customer Full Name] ("**the Customer**")

and

[Supplier Full Name] ("**the Supplier**")

1. The Contract is varied as follows and shall take effect on the date signed by both Parties:

[Guidance Note: Insert full details of the change including:

Reason for the change:

Full Details of the proposed change:

Likely impact, if any, of the change on other aspects of the Contract:]

2. Words and expressions in this change Contract Note shall have the meanings given to them in the Contract.
3. The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Customer

Signature:

X

Date:

[Click here to enter a date.]

Name:

[Click here to enter text.]

Title:

[Click here to enter text.]

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:

X

Date:

[Click here to enter a date.]

Name:

[Click here to enter text.]

Title:

[Click here to enter text.]

SCHEDULE 7 – NON-DISCLOSURE AGREEMENT

Optional to include at the Customers discretion