[Requirement Holder guidance: This Order Form, when completed and executed by both the Authority and the Supplier, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

It is important that if you, as the Requirement Holder, add to or amend any aspect of any Call-Off Schedule, then you must send the updated Schedule with the Order Form to the Supplier after it has been reviewed and approved by Commercial.]

#### **DOCUMENT TEXT HIGHLIGHTING INSTRUCTIONS**

This table explains who and at which stage each cell which contains highlighted text must be completed. This instructions section and table are to be deleted prior to the document being signed by the Authority and the Supplier.

	JMENT TEXT HIGHLIGHTING INSTRUCTIONS e deleted prior to issuing document for Further Competition)
YELLOW TEXT	To be completed by Requirement Holder <u>before</u> Further Competition issued.
	Yellow highlighting is also used for any Guidance text which <u>must</u> be deleted prior to Further Competition being issued.
BLUE TEXT	To be completed by Requirement Holder <u>after</u> Further Competition completed
GREEN TEXT	To be completed by Commercial Officer / Team <u>before</u> Further Competition issued
RED TEXT	To be completed by Supplier <u>after</u> Further Competition

### **Order Form**

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

1a. Identification	
Call-Off Lot	Choose an item.

Call-Off Reference		365 Digital & IT l vices (DIPS)	Professional	Version Number	1		Date	12/12/23
Business Case Referen	Origi FBC Num	;	- <u>Data Prograr</u>	nme Busines	s Case-OSC	(003) (10).c	<u>locx</u>	
	ent F Num	FBC 20230	20230309-ISS Form 130a RFA CDO-P061 Cap-Gemini DMGS FY23-24 Data Cataloguing & Curation CP&F.docx					24 Data
Project / equipment for which Services are in support  Cataloguii		PS 365 Data Cura Cataloguing part of Strategy for Def	the Data	Urgent Cap (UCR)	pability Require	ement	N	/A
Call-Off Contract title:	PS365 - Defence	e Management Ser	vice for Data	Mgt and Cura	ation Tool			
Call-Off Contract description:	To provide activities to achieve the objective of providing DMGS with a comprehensive tool-based capable define and catalogue its data assets in the Defence Data Catalogue (DDC). Key to this is providing information on its quality, ownership and the relevant policies required to access and use it across the MOD.							
1b. Contact	details							
Government Directorate /	Data Managemer	nt, Governance	Name of St	upplier		Capgemin	i UK plc	

Directorate /

Organisation Title

and Skills Development

Strategic Command

Chief Data Office Defence Digital

Name of Requirement Holder's Authorised	Name of Supplier's Authorised	
Representative	Representative	
Post title	Post title	
Requirement Holder's Address	Supplier Address	
Postcode	Postcode	
Telephone	Telephone	
Email	Email	
Unit Identification		
Number (UIN)	Value Added Tax (VAT) Code	
Resource Accounting		
Code (RAC)		
Name of Requirement		
Holder's Project Lead		
Requirement Holder's		
Secondary Contact	Supplier Secondary Contact Name	
Name		
Requirement Holder's		
Secondary Contact	Supplier Secondary Contact Role	
Role		

Requirement Holder's		
Secondary Contact	Supplier Secondary Contact Email	
Email		

Date that the Statement of Requirements was issued	30/11/2023		Deadline for Requirement Holder's receipt of Supplier's Call-Off Tender	12/01/2024	
--	------------	--	---	------------	--

# 1c. Statement of Requirements (SOR) (This section 1c. to be completed in full OR a complete SOR to be attached in Appendix 7 of this document) Unique Order Number (defined by delivery team) CDO-P0075 / CDO-P0061-3 SOR version issue number 1 SOR dated 22/11/23 SOR title Data Cataloguing and Curation

#### Background/justification for Call-Off Contract

To establish a Defence Management Service to embed adoption of the already purchased Data Catalogue and Curation tool.

Thus, enabling optimisation of operational and business outcomes across Defence in line with the strategic objectives' timeline and to ensure the essential continuity of supply for activity key to the Defence Data Strategy.

This direct award is an interim measure to be awarded from Lot 2 of the DIPS framework to ensure continuity. It is the intention of the authority to compete any future work through the DIPS framework for the 2024/25 FY.

Description of Services to be provided under the Call-Off Contract

Activities required to be undertaken under the Call-Off Contract

Ref	Activity/ Deliverable	Description	Buyer Dependency Ref	Acceptance Criteria	Due Date
	Ref	Ret Activity/ Deliverable	Ret Activity/ Deliverable  Description	Deliverable Dependency	Deliverable Dependency

Sy	estem	D - 03	Source S Candidate Lis	Systems	Define the initial candidate list of up to 4 source systems to be	DEP - 01, 03	Supplier issuing the initial list of	19 Jan 24
					source systems to be connected to the DDC. Likely initial 4 source systems, subject to Buyer agreement are:  DE&S AE MyHR SDW CP&F		candidate source systems to be connected to the DDC	

OFFICIAL SENSITIVE (when complete)

#### Acceptance/rejection criteria / provisions

The Supplier will provide the Buyer with a Mid-Point Report (to be issued on 19 January) and a Final Summary Report (to be issued on 7 February) which will contain details of all deliverables completed within the periods 18 December 2023 – 19 January 2024 and 22 January to 7 February 2024 respectively. The Supplier and Buyer will hold an Assurance Meeting, within one week of issuing the reports to review and confirm that the deliverables are materially in line with the deliverable descriptions in Table 1 – Activities and Deliverables of Defence Data Catalogue Programme SoW 1 (18 December 2023 – 9 February 2024). Following the Assurance Meeting the Buyer will provide acceptance in writing of the deliverables within 5 working days.

If a deliverable is not accepted, the Buyer will provide feedback on where the Deliverables do not meet their descriptions, followed by written feedback, and the Supplier will remediate the deliverable for subsequent review/approval by the Buyer.

Material KPIs / Critical Service Level Failure

The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):

#### **Material KPIs**

Delivery of Deliverables as specified in "Outputs to be provided under the Call-Off Contract" section, above.

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):

#### **Critical Service Level Failure**

Not applicable

The applicable Service Levels are as specified in Annex A to Part A of Call-Off Schedule 14 (Service Levels).

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

MOD MoDNet Laptops / Virtual Desktop - x1 per staff member

Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Call-off Schedules)

From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification). The Requirement Holder requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627
- No Deliverable Quality Plan is required reference DEFCON 602B
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 Quality Assurance Procedural Requirements Concessions
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 Quality Assurance Procedural Requirements -Contractor Working Parties

Project and risk management

The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.

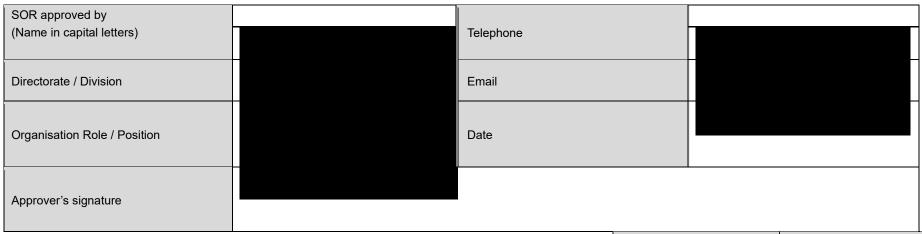
[Insert Requirement Holder's additional requirements for project management or risk management]

Supplier will provide:

- □ A Weekly Status Report
- A Monthly Progress Report

Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)

Call-Off Start Date	This Call-Off Contract comes into force on the date both parties have signed the Call-Off Contract. Notwithstanding that, the parties acknowledge that the Supplier has been carrying out the Services at their own risk from the 18 December 2023 ("the Commencement Date") and agree that the contractual terms set out in the Call-Off Contract will apply to such Services already provided from the Commencement Date).
Call-Off Initial Period	2 months
Call-Off Expiry Date	09/02/24
Call-Off Optional Extension Period	1 month
Minimum notice period prior to a Call-Off Optional Extension Period	1 week



Original FBC Number | Amendment FBC | (when known) | Number (if applicable)

See section 1a

20210611-Data Programme
Business Case-OSC (003)
(10).docx

See section 1a

20230309-ISS Form 130a
RFA CDO-P061 Cap-Gemini
DMGS FY23-24 Data
Cataloguing & Curation
CP&F.docx

# 1d. Key Deliverables Template

Full details appear in the SOW section Appendix 7 below

### 2. Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing those schedules are not being used in this Call-Off Contract. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
- 2 Joint Schedule 1 (Definitions)
- 3 Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
- 4 [Framework Special Terms]
- 5 The following Schedules in equal order of precedence:
  - Joint Schedules Joint Schedule 2 (Variation Form) Joint Schedule 3 (Insurance Requirements) Joint Schedule 4 (Commercially Sensitive Information) Joint Schedule 5 (Corporate Social Responsibility) Joint Schedule 7 (Financial Difficulties) Not required Joint Schedule 8 (Guarantee) Not required Joint Schedule 10 (Rectification Plan) Joint Schedule 11 (Processing Data)
  - Call-Off Schedules Call-Off Schedule 2 (Staff Transfer), Part D Call-Off Schedule 3 (Continuous Improvement) Not required due to contract length Call-Off Schedule 5 (Pricing Details and Expenses Policy) Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) Call-Off Schedule 8 (Business Continuity and

Disaster Recovery)  $\,\circ\,\,\,\,\,\,$  Call-Off Schedule 9 (Security)  $\,\circ\,\,\,\,\,\,\,\,$  Call-Off Schedule

10 (Exit Management)

Call-Off Schedule 13 (Implementation Plan and Testing) Not required due to contract length 

 Call-Off Schedule 14 (Service Levels) 

 Call-Off Schedule 17 (MOD Terms)

o Call-Off Schedule 25 (Ethical Walls Agreement) o Call-Off Schedule

26 (Cyber)

- 6 Core Terms (DIPS version)
- 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 Requirement Holder (as decided by the Requirement Holder and Commercial) 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.

2a. Strategy	for procure	ment and evaluation	on		
Further competition  Direct award	XError!  Bookmark not defined.	Competitive award criteria to be used for undertaking evaluation of proposal(s)		Direct award	
		Weighting (Technical)	N/A	Weighting (Price)	N/A
	0				
	Conditions EFCON/condition	ns and DEFFORMs applica	uble to providing the De	eliverables, are to be listed	
Additional Conditions	s: Defform 94 Co	nfidentiality Agreement (Ap	pendix 5 for individuals	5)	
		s contract is a managed sel ces passes to the supplier.	rvice and therefore resp	ponsibility for determining	
2c. Call-Off	Special Tern	ns			
The following Special	I Terms are incor	porated into this Call-Off C	ontract:		
None					
od Call Off	Charra				
2d. Call-Off (					
Incremental Fixed Pr	rice				
Time and Materials (T&M)					
Fixed Price					
A combination of two or more of the above Charging methods					
T&S is applicable					NO
piioabio					110

X2 monthly payments as detailed in section 2F. Payments of equal value to be paid against deliverables on monthly instalments No T&S is available

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall charge the Requirement Holder a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### Reimbursable Expenses

The Buyer will pay for Supplier travel expenses where the Supplier is required to be on site at a location that is not Main Building, London

<b>2e.</b> Payment Method  CP&F monthly payment x 2  PO Number TBC	
Requirement Holder's Invoice Address	
Requirement Holder's Authorised Representative	

2f. Milestone	Payments Schedule (MPS) (expand table as appropria	te)		
Milestone/ Stage Payment number	Key Deliverable	Due Date	* %	Milestone Payment value £ (ex VAT)
1				
2				
3				
4				
5				
6				
7				
8				
FINAL Payment				
	1	Total Value	Contract	£0.450M VAT ex £0.540M VAT inc

### OFFICIAL SENSITIVE (when complete)

# DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

2g. Maximum Liability						
The limitation of the Supplier's li	ability for this Call-Off Contract is s	stated in Clause 11.4 of the Core	erms.			
2h. Requirement Ho	lder's Environmental Po	licy				
Available online at: Manag	gement of environmental pro	stection in defence (JSP 418)	- GOV.UK			
(www.gov.uk)						
This version is dated 18 <sup>th</sup> A	August 2023.					
2i. Requirement Ho	Ider's Security Policy					
-						
Security Aspects Letter to be is:	sued and executed alongside this	Order Form. See Appendix 6.				
2j. Progress Reports	s and meetings					
Progress Report Frequency	Weekly & Monthly	Progress Meeting Frequency	Weekly & Monthly			
			-			
2k. Quality Assurance	Conditions					
According to the product or scop	pe of the work to be carried out, the	e Supplier shall meet the following	requirements:			
Alliad Ovality Assurance Dublica	tions (AOAD) 2440 North Atlanti	- Treaty Organization (NATO) Our	Lity A course			
Requirements for Design, Devel	ations (AQAP) 2110 – North Atlanti opment and Production.	c Treaty Organization (NATO) Qua	ality Assurance			
				N/AL		
Certificate of Conformity shall be	e provided in accordance with DEF	FCON 627 (Edn12/10).				
Deliverable Quality Pla	n requirements:					
DEFCON 602A ( <i>Edn 12/17</i> ) - Qu	uality Assurance with	EFCON 602B ( <i>Edn 12/06</i> ) - Qualit	y Assurance without			
Quality Plan	•	uality Plan		Υ□		
AQAP 2105:2 – NATO Requiren	nents for Deliverable Quality Plans			N/A		
Software Quality Assu	rance requirements					
Allied Quality Assurance Publica	ations (AOAP) 2210 - North Atlanti	c Treaty Organization (NATO) Sup	onlementary			
Software Quality Assurance Rec				N/A		

Air Environment Quality Assurance requirements		
Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)	N/A□	
Relevant MAA Regulatory Publications (See attachment for details)	N/A□	
Additional Quality Requirements (See attachment for details)	N/A	
Planned maintenance schedule requirement		
N/A  The planned maintenance schedule shall meet the following requirements:	N/A	
OFFICIAL SENSITIVE (when complete)		

	(Framework Schedule 6)	
[INSERT]]		
2I. Key Staff		

Not applicable

# 2n. Commercially Sensitive Information

- 1. Details of the Supplier's methodologies, policies and processes
- 2. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract
- 3. The terms of the Supplier's insurance
- 4. All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods
- 5. Any information relating to other customers of the Supplier

### 5. Guarantee

2o. Cyber Essentials

<b>Cyber Essentials Scheme</b> : The Requirement Holder requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this Call-Off Contract, in accordance with Call-Off Schedule 26 (Cyber).	
2p. Implementation Plan	
Implementation Plan requirements in accordance with paragraph 1.1 of Call-Off Schedule 13 (Implementation Plan).]	
3. Charges Estimated Contract Value (excluding VAT) for Call-Off Contract	
£450,000.00	
4. Additional Insurances  Not applicable	
OFFICIAL SENSITIVE (when complete)	
DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)	
Not applicable	
6. Social Value Commitment	
Not applicable	

### OFFICIAL SENSITIVE (when complete)

# DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

7. Requirement Holder Commercial Officer Authorisation					
Order Form approved by					
(Name in capital letters)		Telephone			
Directorate / Division		Email			
Organisation Role / Position		Date			
Approver's signature					

8. Acknowledgemen	t by Supplier		
Order Form acknowledged by (Name in capital letters)		Telephone	
Supplier Name		Email	
Supplier Role / Position		Date	
Approver's signature			

9.	Final Administration
electror	eipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) must send an nic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to <b>DIPS</b> sional Services Team at the following email address:

# Appendix 1 - Addresses and Other Information 8. Public Accounting Authority

1. Commercial Officer Name:

Address:	Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4
Email:	Piccadilly Gate, Store Street, Manchester, M1 2WD   44 (0) 161 233 5397
	2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT	9. Consignment Instructions
Leader (from whom technical information is available) Name:	The items are to be consigned as follows:
Address	
Email:	
3. Packaging Design Authority Organisation	10. Transport. The appropriate Ministry of Defence
& point of contact:	Transport Offices are:  A. <u>DSCOM</u> , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
(Where no address is shown please contact the Project Team	Air Freight Centre
in Box 2)	IMPORTS <b>2</b> 030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS <b>2</b> 030 679 81113 / 81114 Fax 0117 913 8943
	<u>Surface Freight Centre</u> IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax
	│
4. (a) Supply / Support Management Branch or Order Manager:	B. JSCS
Branch/Name:	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
	JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact
(b) U.I.N.	
	in the first instance.
5. Drawings/Specifications are available from	11. The Invoice Paying Authority
	Ministry of Defence ☎ 0151-242-2000 DBS Finance
	Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-
	ofdefence/about/procurement

Framework Schedule 6 (Order Form Template, Statement of Requirements Template) 6. Intentionally Blank 12. Forms and Documentation are available through \*: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email:

#### 7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.gateway.isg-r.r.mil.uk/index.html">http://dstan.gateway.isg-r.r.mil.uk/index.html</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [extranet, registration needed].

#### \* NOTE

1. Many  $\mbox{\bf DEFCONs}$  and  $\mbox{\bf DEFFORMs}$  can be obtained from the MOD Internet Site:

 $\underline{\text{https://www.kid.mod.uk/maincontent/business/commercial/in}}\\ \underline{\text{dex.htm}}$ 

**2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Appendix 1 to Schedule 6

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

# **Appendix 2 – Supplier's Quotation - Charges Summary**

Supplier Charges summary: To be completed by the Supplier in support of a quotation provided in response to an ITT for the requirement captured on the above Order Form.								
1. 2. From:								
Date of tender s	ubmission:							
In response to the reference	ne Order Form requ	est for a quotatio	n	Dated				
	be undertaken and co to provide the resou appropriate)							
Name: (Block C	apitals)		Signe	ed:				
Date:  2. Call-C	Off title:							
3. Suppli	ier Unique Referenc	e Number:						
4. Start [	Date:		Со	mpletion Date:				
5a. Manpower/Re								
Broad Capability Area Number	Grade	Daily rate quoted at ITT	Daily rate quoted for this task	Reduction on original ITT rate	No of Days	Total		
5b. Travel	(Estimated expend	diture on:)	Unit cost	Number o Journeys / M		Total		
	Rail							
	Motor Mileage (max 30p per mile	incl VAT)	30p max (incl VAT)					
	Air							
Sea								
5c. Subsistence (Estimated expenditure on:)  Unit cost  Number of  Night / Days						Total		
Accommodation (max £100 per night incl VAT)								
	Meals (max £5 for £22.50 for an eve including all drink	r lunch and/or ning meal,						

# Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

5d.Other Costs	Miscellaneous costs (please define below)	The above T&S costs relate to the period to					
	Subcontractor price						
	Subcontractor Details						
	Materials						
	Other (Please provide details below) Description	Cost					
Total Charges f	or completion of Call-Off Contract Deliverables	(excl. VAT)					

Framework Schedule 6 (Order Form Template, Statement of Requirements Template)

# Appendix 3

**NOT APPLICABLE** 

# **Appendix 4 (Template Statement of Work)**

**[Requirement Holder Guidance:** This is a template Statement of Work for use when required as part of a Call-Off Contract Order Form. This is likely to be useful for projects with multiple separate requirements. Any SOW which has been completed prior to execution of the Order Form should be attached to Appendix 3 of the Order Form]

#### 1. Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 09/01/2024

SOW Title: Defence Data Catalogue Programme SOW 1

**SOW Reference:** 

Call-Off Contract Reference: PS 365 Digital & IT Professional Services (DIPS)

Requirement Holder: Head of Data Management, Governance

and Skills (DMGS) Development

Supplier: Capgemini UK plc

SOW Start Date: 18 December 2023

SOW End Date: 9 February 2024

**Duration of SOW: 2 months** 

Key Personnel (Requirement Holder): Head of Data

**Management, Governance and Skills Development** 

Framework Schedule 6 (	Order Form	Template,	Statement of	of Requirements	Template)

Key Personnel (Supplier): Client Manager

**Subcontractors: None** 

# 2. Call-Off Contract Specification – Deliverables Context



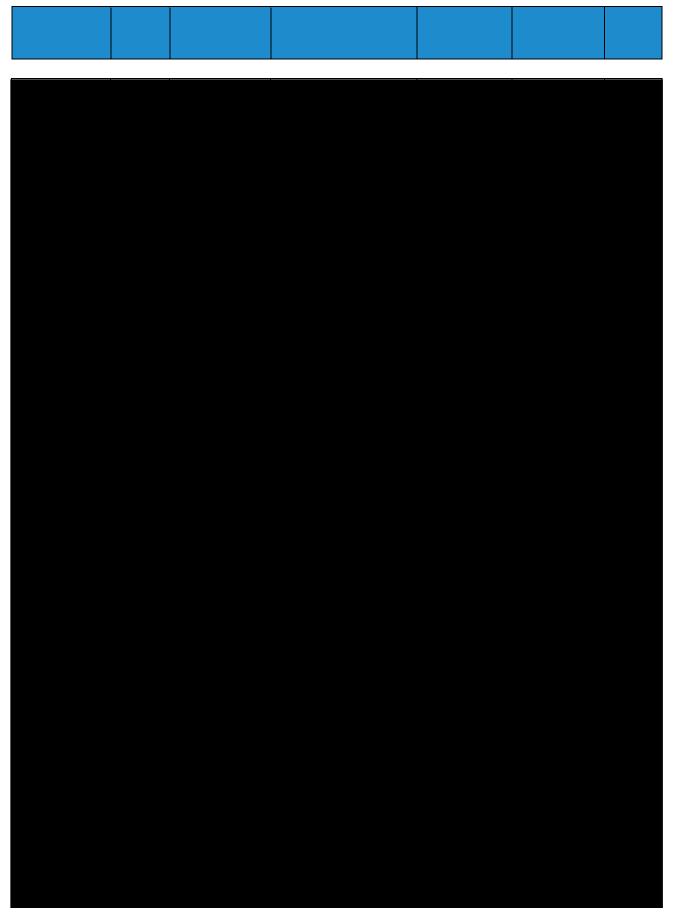
# **Overview of Requirement:**

To provide activities to achieve the objective of providing DMGS with a comprehensive tool-based capability to define and catalogue its data assets in the DDC, as further detailed in this SOW. Key to this is providing information on its quality, ownership and the relevant policies required to access and use it across the MOD.

### 3. Requirement Holder Requirements – SOW Deliverables

### **Outcome Description:**

The following table contains each Activity / Deliverable that the Supplier shall deliver to the Buyer, subject to the Buyer meeting the Dependencies stated in this SOW:



Schedules)		 	 	

### **Delivery Plan:**

The draft delivery plan below illustrates the activities and deliverables for the duration of the SoW:



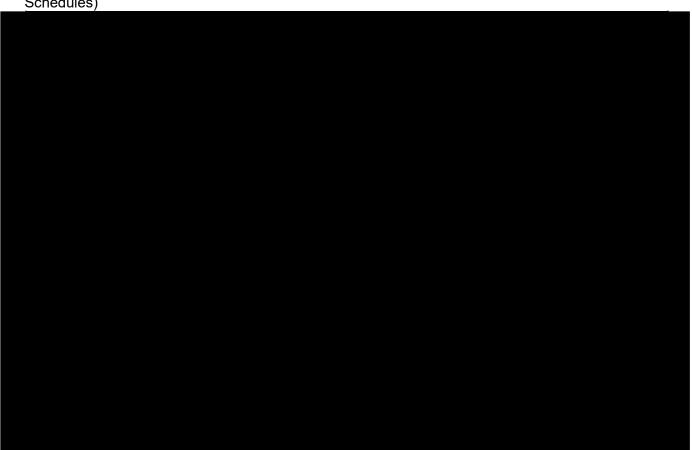
The actual delivery timescales may vary and are dependent on the Buyer dependencies and obligations.

### **Acceptance of Deliverables:**

The Supplier will provide the Buyer with a Mid-Point Report (to be issued on 19 January) and a Final Summary Report (to be issued on 7 February) which will contain details of all deliverables completed within the periods 18 December 2023 – 19 January 2024 and 22 January to 7 February 2024 respectively. The Supplier and Buyer will hold an Assurance Meeting, within one week of issuing the reports to review and confirm that the deliverables are materially in line with the deliverable descriptions in Table 1 – Activities and Deliverables. Following the Assurance Meeting the Buyer will provide acceptance in writing of the deliverables within 5 working days. If a deliverable is not accepted, the Buyer will provide feedback on where the Deliverables do not meet their descriptions, followed by written feedback, and the Supplier will remediate the deliverable for subsequent review/approval by the Buyer.

Table 2 – Dependencies and Obligations of the Buyer

# **Dependencies:**



#### **Supplier Resource Plan:**

There is no Supplier Resource Plan associated with this SOW.

The Supplier resources will be based at resources' home locations or the below Supplier or Buyer office locations:

Ministry of Defence, Main Building, Whitehall Horse Guards Avenue, London, SW1A 2HB.
 Capgemini UK plc, 40 Holborn Viaduct, Holborn, London, EC1N 2PB.

# **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Requirement Holder Sites and on Requirement Holder Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Call-Off Schedule 9 (Security) - Part A applies to this SoW.

#### **SOW Standards:**

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627
- ☐ No Deliverable Quality Plan is required reference DEFCON 602B
- ☐ Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 Quality Assurance Procedural Requirements Concessions

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties

### **Performance Management:**

Not Applicable

### **Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### **Key Supplier Staff:**

Not applicable

### **SOW Reporting Requirements:**

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

- □ A Weekly Status Report
- ☐ A Monthly Progress Report

### 4. Charges

### **Call Off Contract Charges:**

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

The estimated maximum value of this SOW (irrespective of the selected charging method) is £540,000 inc Vat.

Rate Cards Applicable:

Not applicable

### **Reimbursable Expenses:**

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

The Buyer will pay for Supplier travel expenses where the Supplier is required to be on site at a location that is not Main Building, London

### 5. Signatures and Approvals

### **Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 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



# For and on behalf of the Requirement Holder



**Annex 1 to Statement of Work** 

# **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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
_	

Scneaules)							
Identity of Controller for each Category of	The Parties are Independent Controllers of Personal Data						
Personal Data	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:						
	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 Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,						
	The scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority.						
Duration of the Processing	18th December 2023 to 9th February 2024						
Nature and purposes of the Processing	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.						
	The purpose might include: Data processing and curation, working along side civil servants for knowledge transfer.						
Type of Personal Data	Name, address, date of birth, telephone number, email address, work location and details, home address.						
Categories of Data Subject	Personnel (including volunteers, agents, and temporary workers), customers / clients, suppliers.						

# **Appendix 5 Confidentiality Undertaking**

[Requirement Holder guidance: Appendix 5 is for use where required pursuant to clause 15.3 of the Core Terms]

<b>Emplo</b>	yee:
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Name of Employer:

MOD Contract/Task No:

Title:

- 1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above-named Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
- 2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State for Defence. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.
- 3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State for Defence or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State for Defence or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State for Defence. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored,

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4.	I	understand	that a	any failu	re on	my	part	to	adhere	to	my	obligations	s in	respect	t of
confide	ent	tiality may re	nder m	ne subje	t to dis	sciplii	nary r	nea	sures ur	ndei	r the	terms of m	ıy er	nployme	ent.
Signed	l:														
Date:															

# **Appendix 6**

# **Security Aspects Letter**



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 ${\sf SAL\_OS\_info\_at\_Contr}$ 

# **Appendix 7 Statement of Requirements**

See Appendix 4