

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



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

PS210 – OSM Partner Operate

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference: PS210 (Digital Market Place ID: 19654)

Call-Off Title: OSM Partner Operate

Call-Off Contract Description: Supply core ITIL / SIAM experts: ITIL Management roles; Change, Configuration, CSI, Event, Incident, Knowledge, Service/SIAM coherence, Transition plus Assignment Mgr, ITSM Tooling support and ITIL Assurance Lead. Options for further roles may be flexed on or off.

The Buyer: Defence Digital, Ministry of Defence

Buyer Address:

Ministry of Defence Corsham,
Westwells Road,

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Corsham
Wiltshire,
SN13 9NR

The Supplier: CGI IT UK Ltd

Supplier Address:

20 Fenchurch Street,
14th Floor,
London,
United Kingdom,
EC3M 3BY

Registration Number: **00947968**

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29th March 2023. It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms

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4 The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.7 ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.7
- Call-Off Schedules for RM1043.7 ○ Call-Off Schedule 1 (Transparency Reports) ○ Call-Off Schedule 2 (Staff Transfer) ○ Call-Off Schedule 3 (Continuous Improvement) ○ 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 7 (Key Supplier Staff) ○ Call-Off Schedule 9 (Security) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 17 (MOD Terms) ○ Call-Off Schedule 20 (Call-Off Specification) ○ Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

- 1) Normal working week of Monday to Friday, excluding UK Public Holidays.
- 2) If there are extensions beyond the 30 September 2023, the revised rates **as stated in stated in Call-Off Schedule 5** for "Grade Rate From 01 October 2023" will apply up until the 31 March 2024.
- 3) Invoicing shall be monthly in arrears based on actual days delivered within the period.

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- 4) Expenses for locations away from MOD Corsham or CGI Offices are not included in the rates. **Expenses shall be chargeable in accordance with MoD's expense policy.**
- 5) The Parties agree there are no requirements to process personal data within the scope of this contract. Should data processing be required at any point, it is to be managed via the change control process.
- 6) The Parties agree there are no firm deliverables associated with this scope of work and all dates included are indicative only.
- 7) Work will be undertaken under the direction of the Buyer and CGI shall not be liable for providing information based on inaccurate or incomplete information provided by the Buyer. Responsibility for decisions taken on the basis of the results or advice given by CGI shall remain with the Buyer.

Call-Off Start Date: 3rd April 2023

Call-Off Expiry Date: 30th September 2023

Call-Off Initial Period: 6 Months

Call-Off Optional Extension Period: 6 Months (Subject to Financial Approval and will require a Contract Change Notice to invoke). Further details of this priced extension can be found within Call Off Schedule 5: Pricing.

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value:

Total Contract Value £3,992,788.00 ex VAT.

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Buyer's Standards

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

- All proposed workers must have a current and valid SC clearance ahead of working on the Contract
- A Security Aspects Letter (reference 20230327_SAL_PS210) accompanies this Contract. By signing the call-off order form, the Supplier agrees with the SAL's contents.
- DCPD RAR-877878757. Result is N/A, no further actions required. Standard Quality Assurance Contractual Requirements
- 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

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- 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 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.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in this Call-Off Initial Period is

[REDACTED]

In the event that the Call-Off Extension Period is invoked, the Estimated Year 1 Charges used to calculate liability for the Call-Off Extension Period is

[REDACTED]

Call-Off Charges

[REDACTED]

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, under each SOW, charge the Buyer 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

[REDACTED]

Payment Method

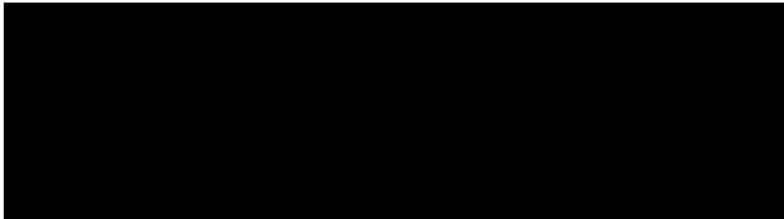
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All invoices will be sent via the MOD's P2P system, CP and F.

Buyer's Invoice Address



Buyer's Authorised Representative

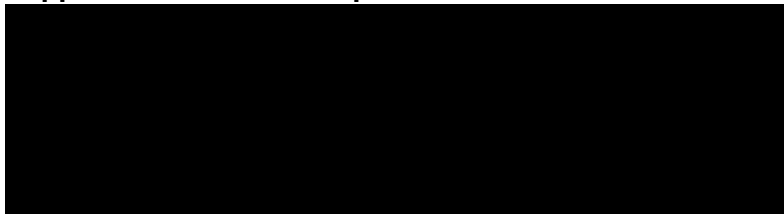


Buyer's Environmental Policy

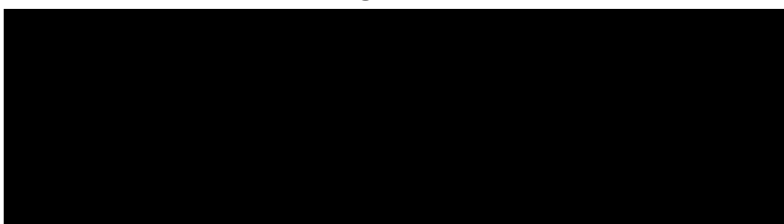
N/A

Buyer's Security Policy N/A

Supplier's Authorised Representative



Supplier's Contract Manager



Progress Report Frequency

Monthly

Progress Meeting Frequency

Monthly

Key Staff

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N/A

All workers are full-time employees of CGI and subcontractors, meaning there are no applicable off-payroll working rules applicable (IR35 does not apply).

Key Subcontractor(s)

[REDACTED]

Commercially Sensitive Information

[REDACTED]

Balanced Scorecard

N/A

Material KPIs

N/A

Additional Insurances

N/A

Guarantee

N/A

Social Value Commitment

N/A

Statement of Works

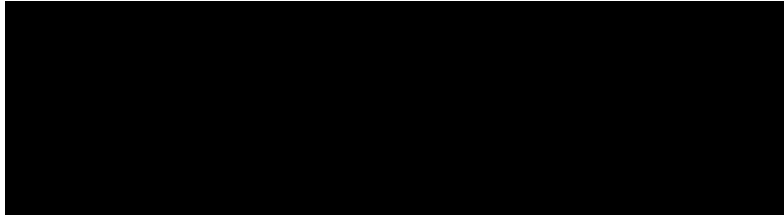
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

[REDACTED]

For and on behalf of the Buyer:

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Appendix 1

[Insert The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

[Insert Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

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Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

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

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

Date of SOW:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address] **Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables Outcome Description:

| Milestone Ref | Milestone Description | Acceptance Criteria | Due Date |
|---------------|-----------------------|---------------------|----------|
| MS01 | | | |
| MS02 | | | |

Delivery Plan:

Dependencies:

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

| Material KPIs | Target | Measured by |
|---------------|--------|-------------|
| | | |

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| | | |
|--|--|--|
| | | |
|--|--|--|

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

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:

| Key Role | Key Staff | Contract Details | Employment / Engagement Route (incl. inside/outside IR35) |
|----------|-----------|------------------|--------------------------------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

| Ref. | Type of Information | Which Services does this requirement apply to? | Required regularity of Submission |
|------|---------------------|------------------------------------------------|-----------------------------------|
| 1. | [insert] | | |
| 1.1 | [insert] | [insert] | [insert] |

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4 Charges**Call Off Contract Charges:**

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[**Buyer** to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[**Insert detail**].

Rate Cards Applicable:

[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.] **Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at £[**Insert**] [OR [**Insert**] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

5 Signatures and Approvals**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier Name:

Title:

Date:

Signature:

For and on behalf of the Buyer Name:

Title:

Date:

Signature:

Annex 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

| Description | Details |
|-----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identity of Controller for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of Personal Data:</p> |
| Duration of the Processing | Initial 6 months of the Contract |
| Nature and purposes of the Processing | <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> |
| Type of Personal Data | All Personal Data relating to PS210 |
| Categories of Data Subject | <p>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.</p> |

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| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p> | <p>Retained for the duration of the Contract</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|