

# Digital Outcomes and Specialists 5 (RM1043.7)

# Core Terms and Framework Schedules

Version 2

Crown Copyright 2020

## Contents

[Digital Outcomes and Specialists 5 (RM1043.7) 1](#_Toc76635220)

[Core Terms and Framework Schedules 1](#_Toc76635221)

[Contents 2](#_Toc76635222)

[CCS Core Terms (version 3.0.9) 3](#_Toc76635223)

[Framework Schedule 1 (Specification) 21](#_Toc76635259)

[Framework Schedule 2 (Framework Tender) RM1043.7 28](#_Toc76635275)

[Framework Schedule 3 (Framework Prices) 29](#_Toc76635276)

[Framework Schedule 4 (Framework Management) 31](#_Toc76635282)

[Framework Schedule 5 (Management Charges and Information) 37](#_Toc76635297)

[Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 41](#_Toc76635309)

[Framework Schedule 7 (Call-Off Award Procedure) 92](#_Toc76635386)

[Framework Schedule 8 (Self Audit Certificate) 98](#_Toc76635403)

## 

## CCS Core Terms (version 3.0.9)

### Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

### How the contract works

* 1. The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
  2. CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
  3. CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
  4. If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

1. make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
2. create new Call-Off Schedules;
3. exclude optional template Call-Off Schedules; and/or
4. use Special Terms in the Order Form to add or change terms.
   1. Each Call-Off Contract:
5. is a separate Contract from the Framework Contract;
6. is between a Supplier and a Buyer;
7. includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
8. survives the termination of the Framework Contract.
   1. Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
   2. The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
   3. The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
9. verify the accuracy of the Due Diligence Information; or
10. properly perform its own adequate checks.
    1. CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.
    2. The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### What needs to be delivered

* 1. All deliverables
     1. The Supplier must provide Deliverables:

1. that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
2. to a professional standard;
3. using reasonable skill and care;
4. using Good Industry Practice;
5. using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
6. on the dates agreed; and
7. that comply with Law.
   * 1. The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.
   1. Goods clauses
      1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
      2. All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
      3. The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
      4. Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
      5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
      6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer’s working hours.
      7. The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
      8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
      9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
      10. The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
      11. The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days’ notice then it will pay the Supplier’s reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
      12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer’s option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer’s costs including repair or re-supply by a third party.
   2. Services clauses
      1. Late Delivery of the Services will be a Default of a Call-Off Contract.
      2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
      3. The Supplier must at its own risk and expense provide all Supplier Equipment required to deliver the Services.
      4. The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
      5. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer’s operations, employees or other contractors.
      6. The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
      7. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

### Pricing and payments

* 1. In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
  2. CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
  3. All Charges and the Management Charge

1. exclude VAT, which is payable on provision of a valid VAT invoice; and
2. include all costs connected with the Supply of Deliverables.
   1. The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
   2. A Supplier invoice is only valid if it:
3. includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
4. includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
5. does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
   1. The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
   2. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
   3. The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
   4. If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
   5. If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
   6. The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

### The buyer’s obligations to the supplier

* 1. If Supplier Non-Performance arises from an Authority Cause:

1. neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
3. the Supplier is entitled to additional time needed to make the Delivery; and
4. the Supplier cannot suspend the ongoing supply of Deliverables.
   1. Clause 5.1 only applies if the Supplier:
5. gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
6. demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
7. mitigated the impact of the Authority Cause.

### Record keeping and reporting

* 1. The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
  2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

1. during the Contract Period;
2. for 7 years after the End Date; and
3. in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

* 1. The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.
  2. The Supplier must provide information to the Auditor and reasonable co-operation at their request.
  3. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

1. tell the Relevant Authority and give reasons;
2. propose corrective action; and
3. provide a deadline for completing the corrective action.
   1. The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
4. the methodology of the review;
5. the sampling techniques applied;
6. details of any issues; and
7. any remedial action taken.
   1. The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier’s management team that is qualified in either a relevant audit or financial discipline.

### Supplier staff

* 1. The Supplier Staff involved in the performance of each Contract must:

1. be appropriately trained and qualified;
2. be vetted using Good Industry Practice and the Security Policy; and
3. comply with all conduct requirements when on the Buyer’s Premises.
   1. Where a Buyer decides one of the Supplier’s Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
   2. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
   3. The Supplier must provide a list of Supplier Staff needing to access the Buyer’s Premises and say why access is required.
   4. The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

### Rights and protection

* 1. The Supplier warrants and represents that:

1. it has full capacity and authority to enter into and to perform each Contract;
2. each Contract is executed by its authorised representative;
3. it is a legally valid and existing organisation incorporated in the place it was formed;
4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
6. it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
7. it is not impacted by an Insolvency Event; and
8. it will comply with each Call-Off Contract.
   1. The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
   2. The Supplier indemnifies both CCS and every Buyer against each of the following:
9. wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
10. non-payment by the Supplier of any Tax or National Insurance.
    1. All claims indemnified under this Contract must use Clause 26.
    2. CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
    3. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
    4. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer’s benefit by the Supplier.

### Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to both:

1. receive and use the Deliverables; and
2. make use of the deliverables provided by a Replacement Supplier.
   1. Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
   2. Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
   3. Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
   4. If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
   5. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer’s sole option, either:
3. obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
4. replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
   1. In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

### Ending the contract or any subcontract

* 1. Contract Period
     1. The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
     2. The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.
  2. Ending the contract without a reason
     1. CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
     2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.
  3. Rectification plan process
     1. If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.
     2. When the Relevant Authority receives a requested Rectification Plan it can either:

1. reject the Rectification Plan or revised Rectification Plan, giving reasons; or
2. accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
   * 1. Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
3. must give reasonable grounds for its decision; and
4. may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
   * 1. If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).
   1. When CCS or the buyer can end a contract
      1. If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
5. there is a Supplier Insolvency Event;
6. there is a Default that is not corrected in line with an accepted Rectification Plan;
7. the Supplier does not provide a Rectification Plan within 10 days of the request;
8. there is any material Default of the Contract;
9. there is any material Default of any Joint Controller Agreement relating to any Contract;
10. there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
11. there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
12. there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
13. if the Relevant Authority discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded; or
14. the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.
    * 1. CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.
      2. If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:
15. the Relevant Authority rejects a Rectification Plan;
16. there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
17. if there is a declaration of ineffectiveness in respect of any Variation; or
18. any of the events in 73 (1) (a) or (c) of the Regulations happen.
    1. When the supplier can end the contract
       1. The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice
    2. What happens if the contract ends
       1. Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:
19. The Buyer’s payment obligations under the terminated Contract stop immediately.
20. Accumulated rights of the Parties are not affected.
21. The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
22. The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
23. The Supplier must promptly return any of CCS or the Buyer’s property provided under the terminated Contract.
24. The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
    * 1. In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
      2. In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
25. the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
26. the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
    * 1. In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
      2. The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.
    1. Partially ending and suspending the contract
       1. Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.
       2. Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
       3. Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
       4. The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
       5. The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
27. reject the Variation; or
28. increase the Charges, except where the right to partial termination is under Clause 10.2.
    * 1. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.
    1. When subcontracts can be ended
       1. At the Buyer’s request, the Supplier must terminate any Subcontracts in any of the following events:
29. there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
30. the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
31. a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

### How much you can be held responsible for

* 1. Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.
  2. Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form
  3. No Party is liable to the other for:

1. any indirect Losses; or
2. Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
   1. In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following
3. its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
4. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
5. any liability that cannot be excluded or limited by Law;
6. its obligation to pay the required Management Charge or Default Management Charge.
   1. In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
   2. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
   3. Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
   4. When calculating the Supplier’s liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
7. Deductions; and
8. any items specified in Clauses 11.5 or 11.6.
   1. If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

### Obeying the law

* 1. The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
  2. To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
  3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

### Insurance

* 1. The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

### Data protection

* 1. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
  2. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  3. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
  4. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
  5. If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
  6. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
2. restore the Government Data itself or using a third party.
   1. The Supplier must pay each Party’s reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
   2. The Supplier:
3. must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
4. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
5. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
6. securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
7. indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

### What you must keep confidential

* 1. Each Party must:

1. keep all Confidential Information it receives confidential and secure;
2. except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party’s Confidential Information without the Disclosing Party's prior written consent; and
3. immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
   1. In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:
4. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
5. if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
6. if the information was given to it by a third party without obligation of confidentiality;
7. if the information was in the public domain at the time of the disclosure;
8. if the information was independently developed without access to the Disclosing Party’s Confidential Information;
9. on a confidential basis, to its auditors;
10. on a confidential basis, to its professional advisers on a need-to-know basis; or
11. to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
    1. In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.
    2. In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:
12. on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
13. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
14. if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
15. where requested by Parliament; or
16. under Clauses 4.8 and 16.
    1. For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
    2. Transparency Information is not Confidential Information.
    3. The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

### When you can share information

* 1. The Supplier must tell the Relevant Authority within 48 hours if it receives a request for Information.
  2. Within five (5) Working Days of the Buyer’s request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

1. publish the Transparency Information;
2. comply with any Freedom of Information Act (FOIA) request; and/or
3. comply with any Environmental Information Regulations (EIR) request.
   1. The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority’s decision in its absolute discretion.

### Invalid parts of the contract

* 1. If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

### No other terms apply

* 1. The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

### Other people’s rights in a contract

* 1. No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

### Circumstances beyond your control

* 1. Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

1. provides a Force Majeure Notice to the other Party; and
2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
   1. Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

### Relationships created by the contract

* 1. No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

### Giving up contract rights

* 1. A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

### Transferring responsibilities

* 1. The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority’s written consent.
  2. The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
  3. When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
  4. The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
  6. If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

1. their name;
2. the scope of their appointment; and
3. the duration of their appointment.

### Changing the contract

* 1. Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
  2. The Supplier must provide an Impact Assessment either:

1. with the Variation Form, where the Supplier requests the Variation; or
2. within the time limits included in a Variation Form requested by CCS or the Buyer.
   1. If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
3. agree that the Contract continues without the Variation; or
4. terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
5. refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
   1. CCS and the Buyer are not required to accept a Variation request made by the Supplier.
   2. If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
   3. If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
6. that the Supplier has kept costs as low as possible, including in Subcontractor costs;
7. and of how it has affected the Supplier’s costs.
   1. Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
   2. For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

### How to communicate about the contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
  2. Notices to CCS must be sent to the CCS Authorised Representative’s address or email address in the Framework Award Form.
  3. Notices to the Buyer must be sent to the Buyer Authorised Representative’s address or email address in the Order Form.
  4. This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

### Dealing with claims

* 1. If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
  2. At the Indemnifier’s cost the Beneficiary must both:

1. allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
2. give the Indemnifier reasonable assistance with the claim if requested.
   1. The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
   2. The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary’s reputation.
   3. The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
   4. Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
   5. If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
3. the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
4. the amount the Indemnifier paid the Beneficiary for the Claim.

### Preventing fraud, bribery and corruption

* 1. The Supplier must not during any Contract Period:

1. commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
2. do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
   1. The Supplier must during the Contract Period:
3. create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
4. keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
5. if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
   1. The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
6. been investigated or prosecuted for an alleged Prohibited Act;
7. been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
8. received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
9. suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
   1. If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
   2. In any notice the Supplier gives under Clause 27.3 it must specify the:
10. Prohibited Act;
11. identity of the Party who it thinks has committed the Prohibited Act; and
12. action it has decided to take.

### Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
2. any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.
   1. The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

### Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:

1. all applicable Law regarding health and safety; and
2. the Buyer’s current health and safety policy while at the Buyer Premises, as provided to the Supplier.
   1. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

### Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer’s current Environmental Policy, which the Buyer must provide.
  2. The Supplier must ensure that Supplier Staff are aware of the Buyer’s Environmental Policy.

### Tax

* 1. The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
  2. Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

1. the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
2. other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
   1. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
3. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
4. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
   1. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
5. the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
6. the Worker’s contract may be terminated at the Buyer’s request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
7. the Worker’s contract may be terminated at the Buyer’s request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
8. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

### Conflict of interest

* 1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
  2. The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
  3. CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

### Reporting a breach of the contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

1. Law;
2. Clause 12.1; or
3. Clauses 27 to 32.
   1. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

### Resolving disputes

* 1. If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
  2. If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
  3. Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

1. determine the Dispute;
2. grant interim remedies; and/or
3. grant any other provisional or protective relief.
   1. The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
   2. The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
   3. The Supplier cannot suspend the performance of a Contract during any Dispute.

### Which law applies

* 1. This Contract and any Disputes arising out of, or connected to it, are governed by English law.

## Framework Schedule 1 (Specification)

### Introduction

* 1. This Schedule sets out what we and our Buyers want.
  2. The Supplier must only provide the Services, as part of the Deliverables, for those Lots that they are awarded under the Framework Contract, as set out in the Framework Award Form.
  3. In this Schedule, the following words and phrases shall have the following meanings:

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Alpha** | the alpha phase of agile delivery described in the Service Manual; |
| **Beta** | the beta phase of agile development described in the Service Manual; |
| **Digital Outcomes** | a team of digital specialists to deliver a defined digital outcome as further described in Paragraphs 2.2 to 2.4; |
| **Digital Specialists** | an individual digital specialist to deliver a defined digital outcome as further described in Paragraphs 2.5 to 2.7; |
| **Discovery** | the discovery phase of agile delivery described in the Service Manual; |
| **GDS** | the Government Digital Service; |
| **Live** | the live phase of agile development described in the Service Manual; |
| **Open Standards Principles** | the Cabinet Office’ Open Standards principles: <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>; |
| **Retirement** | the retirement phase of agile development described in the Service Manual; |
| **Service Manual** | the GDS Service Manual: <http://www.gov.uk/service-manual>; |
| **Service Standard** | the Service Standard section of the Service Manual: <http://www.gov.uk/service-manual/service-standard>; |
| **Technology Code of Practice** | the GDS technology code of practice: <https://www.gov.uk/service-manual/technology/code-of-practice.html>; |
| **User Research Participants** | an individual with the appropriate characteristics to test a digital service as further described in Paragraphs 2.10 to 2.11; and |
| **User Research Studios** | a physical space in which to conduct user research as further described in Paragraphs 2.8 to 2.9. |

* 1. Services must be exclusively delivered by the Supplier Staff (where Supplier Staff includes Supplier employees, agents, consultants, contractors, Subcontractors or any person engaged by a Subcontractor in the performance of the Supplier’s obligations under the Contract). The Supplier will deliver the Deliverables and will not solely source staff for others.
  2. Subcontracting
     1. The Supplier will only subcontract with the prior written approval of the Buyer. If the Supplier chooses to use Subcontractors or a person engaged by a Subcontractor, this will be outlined in any Buyer’s bid along with the percentage of delivery allocated to each Subcontractor.
     2. The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.
  3. For all Lots and/or Deliverables, the Supplier must help Buyers comply with any specific applicable Standards of the Buyer.
  4. The Deliverables and any Standards set out in Paragraph 3.5 below may be refined (to the extent permitted and set out in the Order Form) by a Buyer during a Further Competition Procedure to reflect its Deliverables requirements for entering into a particular Call-Off Contract.
  5. Call-Off Contract Period

The Call-Off Contract is for the Call-Off Initial Period of up to a maximum of 24 Months from the Call-Off Start Date as set out in the Order Form.

* 1. Call-Off Optional Extension Period
     1. The Call-Off Initial Period may be extended by the Buyer serving written notice on the Supplier on or before the Minimum Notice Period for Extension(s) as set out in the Order Form.
     2. Where the Buyer has incorporated an Optional Extension Period in the Order Form, the Parties agree that this Extension Period shall be for up to a maximum of 25% of the Call-Off Initial Period.
     3. The Buyer will give the Supplier the Minimum Notice Period for Extension(s) before exercising its right to extend the Call-Off Initial Period.

### Services offered

* 1. Suppliers are only able to provide Services, as part of the Deliverables, for the Lot(s) to which they’ve been awarded a Framework Contract. The Digital Outcomes and Specialists Deliverables are split into 4 Lots:
* Lot 1: Digital Outcomes
* Lot 2: Digital Specialists
* Lot 3: User Research Studios
* Lot 4: User Research Participants

#### Lot 1: Digital Outcomes

* 1. Digital Outcomes Suppliers will provide Supplier Staff to create teams of individuals to research, test, design, build, release, iterate, support and/or retire a digital service. Buyers will define their specific requirements in their Statement of Requirements.
  2. The Supplier must:
* work according to the Technology Code of Practice
* work according to the GDS Service Manual
* understand what it means to work on one of the Discovery, Alpha, Beta, Live or Retirement phases described in the GDS Service Manual
  1. The Supplier must provide Services within one or more of the following capabilities:
* user experience and design
* performance analysis and data
* security
* service delivery
* software development
* support and operations
* testing and auditing
* user research

Each Supplier’s capability descriptions are on the Digital Marketplace: <https://www.gov.uk/guidance/digital-outcomes-and-specialists-digital-outcomes-capabilities>

#### Lot 2: Digital Specialists

* 1. Digital Specialists Suppliers will provide Buyers with an individual specialist to deliver a specific outcome (or specific outcomes) on a service, programme and/or project. Buyers will define their specific requirements in their Statement of Requirements.
  2. The Supplier accepts that the individual specialist will be Supplier Staff and must:
* take direct contractual responsibility and full accountability for delivery of the Service (as part of the Deliverables) and the work undertaken by each specialist they provide
* offer evidence of competence of each individual specialist in each role if requested by the Buyer
* ensure all roles support the GDS Service Manual’s (<https://www.gov.uk/service-manual/the-team>) design and description of what you need to build a successful Service
  1. The Supplier must provide one or more of the following roles:
* agile coach
* business analyst
* communications manager
* content designer or copywriter
* cyber security consultant
* data architect
* data engineer
* data scientist
* delivery manager or project manager
* designer
* developer
* performance analyst
* portfolio manager
* product manager
* programme delivery manager
* quality assurance analyst
* service manager
* technical architect
* user researcher
* web operations engineer

Each Supplier’s role descriptions are on the Digital Marketplace:

<https://www.gov.uk/guidance/digital-outcomes-and-specialists-digital-specialist-roles>

#### Lot 3: User Research Studios

* 1. User research will inform the development of all digital services.
  2. User Research Studios Suppliers must provide:
* the hire of User Research Studios where and when the Buyer needs it and that has the facilities and is fit for the purpose(s) disclosed by the Buyer
* a list of the geographical areas within which the Supplier provides or can provide User Research Studios
* a comfortable, private and safe environment for Buyer participants, researchers and observers to work in
* space to conduct interviews, usability tests or focus groups
* facilities where it’s possible to watch and record people as they engage with designs, prototypes and live public sector services

#### Lot 4: User Research Participants

* 1. All digital services need to:
* use research to develop a deeper knowledge of who the service users are, how they use those services and what that means for the design of the service
* have a plan for ongoing user research and testing to continuously seek feedback from users to improve the service
  1. In providing User Research Participants, Suppliers must be able to:
* recruit participants with a range of experience, e.g. they should consider diversity, people who are digitally excluded, as well as those who have low literacy or digital skills, and those who need assisted digital support
* recruit User Research Participants who best reflect the users of a service, e.g. a specific target user group such as people who have recently had a specific experience e.g. victims, witnesses or jurors

#### Important information

* 1. Suppliers can apply to CCS for Approval to make changes to the Services they offer during the Framework Contract Period. Suppliers can apply to increase or reduce the Services offer within each Lot. Upon receipt of CCS Approval, CCS will update the Digital Marketplace to display each Approved change. Suppliers cannot add services to Lots in which they have not been awarded a Framework Contract. CCS can request evidence of new skills or capabilities proposed to be added by a Supplier.
  2. Failure by the Supplier to provide acceptable evidence of new skills and capabilities may result in:
     1. the Supplier’s proposed new service not being Approved by CCS, or
     2. CCS may suspend the Supplier’s ability to accept Orders (for any period) and the Supplier cannot enter into any Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contract that they have already signed.

#### Collaborative Requirements

* 1. Suppliers must be highly collaborative and flexible under this Framework Contract in meeting Buyer’s needs.
  2. The Deliverables supplied under the Call-Off Contract and each Statement of Work may require the Supplier to work in collaboration with other suppliers of the Buyer. In the event that the Deliverables do require such collaboration, the Supplier shall comply with the following:
     1. The Supplier shall:
* work pro-actively with (a) the Buyer, (b) the incumbent providers, and (c) each of the other suppliers and contractors of the Buyer, in a spirit of trust and mutual confidence;
* cooperate with the Buyer’s other suppliers and contractors of other goods and/or services to enable and ensure efficient Delivery;
* assist in sharing information with the Buyer’s other suppliers and contractors for the purposes of facilitating provision of the Deliverables;
* provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the Deliverables and other services under the Call-Off Contract; and
* procure that the Supplier’s Subcontractors provide all cooperation and assistance as required by the Buyer pursuant to the Call-Off Contract.

### How Services will be Delivered

#### Methodologies

* 1. The Supplier will typically be expected to adopt an agile development process, starting with user needs. The methodology will be outlined in the relevant Statement of Work (SOW) which in turn will be drawn down from the high level Implementation Plan and Testing incorporated into the Call-Off Contract.
  2. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to better meet user needs, but should be agreed in advance with the Buyer under a Statement of Work.
  3. In some circumstances both waterfall and agile methodologies may be used, playing to their respective strengths, and this shall be agreed between the Supplier and Buyer in each Statement of Work.
  4. Guidance for the above can be found in:
* the Service Manual at: <https://www.gov.uk/service-manual/agile>
* the Technology Code Of Practice at: <https://www.gov.uk/service-manual/technology/code-of-practice.html#using-the-technology-code-of-practice>

#### Standards

* 1. The Supplier must:
     1. work according to:
* the Technology Code of Practice,
* GDS Service Manual, and
* understand what it means to work on one of the Discovery, Beta, Live or Retirement phases described in the Service Manual.
  + 1. support Buyers:
* to comply with Paragraph 3.5.1 above
* through successful Service Standard assessments: <https://www.gov.uk/service-manual/digital-by-default>
* to develop Services based on Open Standards Principles and accessible data protocols, to ensure they are interoperable: <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>
* to comply with any adopted open standards that are compulsory in government: <http://standards.data.gov.uk/challenges/adopted>

#### Security

* 1. If requested by the Buyer, the Supplier must support Buyers according to:
     1. the Baseline Personnel Security Standard (BPSS): <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Additional levels of security clearance may be required by the Buyer under the Call-Off Contract (and applicable SOWs) and may include:

* Security Check (SC)
* Developed Vetting (DV)
* Counter-Terrorist Check (CTC)

Details on each are at: <https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels>

* + 1. the Supplier assurance framework for contracts at the ‘Official’ information security level at: <https://www.gov.uk/government/publications/government-Supplier-assurance-framework>
    2. any relevant security guidance at: <https://www.gov.uk/government/collections/government-security>
    3. the Cyber Essentials Scheme at: <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>
    4. the Government Security Classification at: <https://www.gov.uk/government/publications/government-security-classifications>

All of the above guidance may change or be updated from time to time.

#### Code of conduct

* 1. The Supplier must support Buyers according to the Civil Service conduct and guidance, accessible at: <https://www.gov.uk/government/collections/civil-service-conduct-and-guidance>

This guidance may change or be updated from time to time.

### Assurance

* 1. The Supplier accepts that a key element of the Framework Contract is an assurance process, where CCS and other agents appointed by CCS, check any claims made by the Supplier in their Framework Tender. Thereafter, CCS will continue to check that any information submitted by Supplier’s are still an accurate reflection of the Supplier and the Services it provides.
  2. The Supplier will provide to CCS on request all evidence needed by CCS to verify to its reasonable satisfaction any element of the Supplier’s Framework Tender.
  3. If the Supplier fails to meet and maintain the appropriate level of assurance, CCS may suspend the Supplier from providing any particular Service (for any period), and/or the Supplier’s ability to accept Orders (for any period) and the Supplier cannot enter into any Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contract that they have already signed

### Our social value priorities

* 1. Within the context of social value, these are our priorities in this procurement:
* **Corporate Social Responsibility (CSR)**: The Supplier shall demonstrate CSR credentials, both domestically and globally, specifically adhering to UK and international legislation and conforming to the principles and subjects addressed in ISO 26000.
* **Modern Slavery**: The Supplier shall be aware of and adhere to duties imposed on commercial organisations by the Modern Slavery Act 2015 and all related Government procurement policy notes in relation to transparency in the supply chain.
* **Accessibility**: The Supplier shall comply with the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA standard for accessibility when delivering their Services to design, develop and build any public facing websites and mobile applications. The Supplier’s compliance with this requirement in turn enables CCS and the Buyer to comply with their own obligations under Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 in signposting and making the Services available to Buyers.
* **Supply chain opportunities for a diverse range of businesses**: Suppliers shall be asked how their organisation will ensure that supply chain opportunities under the Contract are accessible to a diverse range of businesses, including SMEs, VCSEs and mutuals, through subcontracting or any other acceptable arrangements (such as consortiums); they shall also be asked how they will monitor, measure and report on the impact of this through the use of a Balanced Scorecard.
  1. The Buyer can identify specific social value priorities as part of each Call-Off Contract.

## Framework Schedule 2 (Framework Tender) RM1043.7

Supplier Framework Tender response held on the Digital Marketplace <https://www.digitalmarketplace.service.gov.uk/>

## Framework Schedule 3 (Framework Prices)

### All Services

* 1. The Buyer may use one or a combination of the following pricing mechanisms:
* **Fixed Price**: the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price that shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
* **Incremental Fixed Price**: the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverable increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverable increments will be reviewed and refined prior to the execution of each subsequent Deliverable increment within the same Statement of Work;
* **Time and Materials**: a pricing mechanism whereby the Buyer agrees to pay the Supplier for the work performed by Supplier Staff and for the materials used in the project based on pre-agreed rate cards and material disclosures and subject to time approval;
* **Capped Time and Materials**:maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of the Deliverables and the agreed scope;

and pricing submitted as part of the Further Competition Procedure shall be used in the calculation of applicable Charges under each Call-Off Contract, which shall be no greater than that set out in the Framework Prices or, as applicable, the Further Competition Procedure. All Charges shall be invoiced based on the accurate reflection of the proportion of each Work Day Supplier Staff have actually worked under the SOW, for example, 3 hours and 30 minutes worked will be invoiced at 3.5 hours.

* 1. The Supplier, in compliance with Paragraph 2.12 to 2.13 of Framework Schedule 1 (Specification), will be able to add new Service(s) to the Framework Contract which shall, upon incorporation in accordance with the CCS Approval procedure, be made available to Buyers under their Call-Off Contracts.
  2. The Supplier will provide its pricing, as part of the Further Competition Procedure, in the format and applying the pricing mechanism, including details of any discount structures, incentivisation or gainshare, specified by the Buyer in its Statement of Requirements. The Buyer may request that the Supplier provide a breakdown of how the total price was calculated and provide copies of supporting documentation. The Supplier must provide a cost breakdown in the format and to the timetable requested by the Buyer, and should the Supplier fail to do so, the Buyer may reject the Suppliers bid without further consideration.
  3. All prices submitted by a Supplier during a Further Competition Procedure must be honoured by the Supplier for the Contact Period of the Call-Off Contract.
  4. The Supplier will invoice the Buyer the full cost of the Deliverables satisfactorily supplied and will not require the Buyer to pay any third party for any part of the Deliverables supplied by or on behalf of the Supplier.

### Digital Outcomes

* 1. During a Further Competition Procedure, the Supplier will provide a total price for Delivery based on the expected outcome specified by the Buyer in its Statement of Requirements.
  2. The Buyer may require the Supplier to clarify their pricing during a Further Competition Procedure.

### Digital Specialists

* 1. As part of its Framework Tender, the Supplier will provide a maximum day rate per role per Work Day through the Digital Marketplace. The maximum day rate will be the maximum a Supplier can charge any Buyer per Work Day for that specific role.
  2. The maximum day rate per role submitted at the Framework Tender stage is fixed for the Contract Period and cannot be amended.
  3. During a Further Competition Procedure, the Supplier will provide a day rate (not to exceed its maximum rate) for the role and skills required by the Buyer’s Statement of Requirements. The day rate price excludes VAT and excludes travel and expenses which are capped in accordance with the Buyer’s expense policy’s permitted maximum or as otherwise stated in the Order Form.

### User Research Studios

* 1. As part of its Framework Tender, the Supplier will provide the standard price to hire each studio they offer for the minimum period that the studio can be hired for through the Digital Marketplace. Suppliers will be asked to confirm the facilities each studio has, which facilities are included in the standard price and which are an optional extra charge.
  2. During a Further Competition Procedure, the Supplier will provide a total cost for the studios based on the facilities required by the Buyer and the period over which the studio is required.

### User Research Participants

* 1. During a Further Competition Procedure, the Supplier will provide a total cost per participant recruited. Participant price will include all incentives, recruitment and any travel and subsistence costs paid to participants. The Supplier may be asked to provide a breakdown of their pricing.
  2. The Buyer will not pay for participants who do not attend on the day in accordance with Buyer instructions.
  3. The Supplier is solely responsible for payments to participants. Neither CCS nor the Buyer will be responsible for making any such payments.

## Framework Schedule 4 (Framework Management)

### Definitions

* 1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
| --- | --- |
| **Term** | **Definition** |
| **Material KPIs** | are Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract; |
| **Supplier Action Plan** | has the meaning given to it in Paragraph 3.4 of this Schedule; |
| **Supplier Framework Manager** | has the meaning given to it in Paragraph 3.1 of this Schedule; and |
| **Supplier Review Meetings** | has the meaning given to it in Paragraph 3.9 of this Schedule. |

### How CCS and the Supplier will work together

* 1. The successful delivery of this Contract will rely on the ability of the Supplier and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
  2. To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and CCS.
  3. This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Contract Period.

### Framework Management

#### Framework Management Structure

* 1. The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
  2. The Supplier shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators (defined in Paragraph 4 below).
  3. A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
  4. Following discussions between the Parties following the Framework Start Date, where requested by CCS, the Supplier shall produce and issue to CCS a draft supplier action plan (the **"Supplier Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.
  5. The Supplier Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Supplier Action Plan shall be notified by CCS to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of CCS’s notification.
  6. The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.
  7. The Supplier shall comply with all requests from CCS in regard to compliance requirements as required including:
     1. Dun and Bradstreet risk failure score monitoring;
     2. regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
     3. invoice payment performance; and
     4. verification of required accreditations & certifications.
  8. Suppliers should participate in Further Competition Procedures when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework Contract, in accordance with Clause 10.7 (Partially ending and suspending the contract), for any period, as decided by CCS.

#### Supplier Review Meetings

* 1. Regular performance review meetings will take place at CCS’s premises, or as directed by CCS, throughout the Framework Contract Period (**"Supplier Review Meetings"**) at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
  2. The Supplier Review Meetings will review the Supplier’s performance under this Contract and, where applicable, the Supplier’s adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by CCS and sent to the Supplier in advance.
  3. CCS may ask the Supplier to discuss any instances known to the Supplier where any Other Contracting Authority decided not to use this Framework Contract for their order.
  4. The Supplier Review Meetings shall be attended, as a minimum, by CCS Authorised Representative(s) and the Supplier Framework Manager.

### How the Supplier’s Performance will be measured

* 1. The Supplier’s performance will be measured by the following Performance Indicators (“PI”):

|  |  |  |
| --- | --- | --- |
| **Performance Indicator (PI)** | **PI Target** | **Measured by** |
| **Contract Management**  Respond to CCS for any Framework management matters | ≥ 95% | Responding to correspondence (email or phone) from CCS within 2 Working Days  Resolving issues raised within 5 Working Days |
| Provide a report to detail the number of Call-Off Contract variations within each Quarter | 100% | Provision of the report 2 weeks after the end of each Quarter |
| **Management Information**  Complete, accurate MI template to be returned to CCS by the Reporting Date | 100% | Complete and accurate MI template submitted to CCS by the Reporting Date |
| Management Charges to be paid within 30 calendar days from date of invoice issue | 100% | Confirmation of payment received by CCS within 30 calendar days |
| Provide accurate and full breakdown of pricing for Services within 14 Working Days of a request from CCS | 100% | Confirmation of receipt of full and accurate information by CCS |
| Provide accurate and full information when requested by CCS for pricing calculations relating to a fixed or capped price bid under a Call-Off Contract | 100% | Confirmation of receipt of full and accurate information by CCS |
| **Customer Service**  Customer satisfaction | Customer satisfaction of 90% or above | % of responders who are satisfied or better at the end of SOW/ customer satisfaction report. The Buyer may use the Balanced Scorecard to score their satisfaction against Supplier’s performance during that SOW. |
| Responsiveness to Further Competitions | ≥ 95% per quarter | Responding to further competitions issued via the Framework (at shortlisting stage). |

* 1. The Supplier shall comply with the PIs and establish processes to monitor its performance against them and the Supplier’s achievement of PIs shall be reviewed during the Supplier Review Meetings.
  2. CCS shall have the right to request copies of any contract performance related information shared between a Buyer and Supplier under any Call-Off Contract including but not limited to Service Levels and Balanced Scorecards. CCS will notify the Buyer when such requests are in progress.
  3. CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Supplier in accordance with the Variation Procedure.
  4. CCS reserves the right to use and publish the performance of the Supplier against the PIs without restriction.

### What the Supplier must do to measure their performance

* 1. The Supplier shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
     1. tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
     2. developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
  2. The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
  3. The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.
  4. CCS may ask for a Rectification Plan and suspend the Supplier from taking part in subsequent Further Competitions under the Framework Contract if the Supplier:
     1. fails to meet any of the key performance indicators (“KPIs”) that are Material KPIs or Service Levels as detailed in a Call-Off Contract on at least 3 occasions within a 12-month rolling period
     2. demonstrates poor performance of a Call-Off Contract, evidenced through Buyer feedback to CCS that the Supplier has scored a ‘red’ status on any one of the agreed Material KPIs, on at least 2 occasions within a Contract Period, or within a period of 3 months (whichever is the earlier).
  5. This Rectification Plan must clearly detail the improvements and associated timeframes that the Supplier intends to meet to achieve the KPIs and/or Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Call-Off Contract in accordance with Clause 10.4 of the Core Terms.

### What to do if CCS and the Buyer can’t agree about the performance

* 1. In the event that CCS and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
  2. In cases where CCS Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

### Marketing

* 1. The Supplier shall ensure that a person is appointed as Supplier Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

#### How the Supplier must contribute to CCS publications

* 1. The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
  2. Such information shall be provided in such form and at such time as CCS may request.
  3. Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

#### What Suppliers can say in its own publications

* 1. All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the CCS branding guidance at: <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>
  2. The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.
  3. The Supplier shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
  4. The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, CCS or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

### Where CCS might oversee parts of the Call-Off Contracts

* 1. CCS shall have oversight of certain contract management processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:
     1. Call-Off Schedule 3 (Continuous Improvement);
     2. Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
     3. Call-Off Schedule 9 (Security); and
     4. Call-Off Schedule 16 (Benchmarking).

(the "Supported Schedules")

#### How the Supplier must support CCS involvement

* 1. The Supplier shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:
     1. provision of information;
     2. allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify the Supplier from time to time; and
     3. such other matters as CCS may notify to the Supplier from time to time.

#### Where CCS might manage the process for Buyers collectively

* 1. In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:
     1. Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:

1. adopt a policy of continuous improvement in relation to the Deliverables;
2. create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.
   * 1. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:
3. create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
4. notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call-Off Contracts.
   * 1. Call-Off Schedule 9 (Security) - the Supplier shall:
5. create and hold a template Security Management Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and
6. notify CCS in the event of breach of any Security Plan and the Supplier shall provide such support as CCS and/or Buyers may reasonably require to coordinate the application of Security Plans across all Call Off Contract.
   * 1. Call-Off Schedule 16 (Benchmarking) - the Supplier:
7. shall notify CCS in the event that any benchmarker is appointed in respect of any Call-Off Contract and the Supplier recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call-Off Contracts;
8. shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible
9. agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).

## Framework Schedule 5 (Management Charges and Information)

### How to provide management information to CCS

* 1. The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
  2. The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

### Reporting period

* 1. MI Reports must be completed and returned to CCS by the fifth Working Day of every Month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
  2. In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

### Submitting the information

* 1. MI Reports shall be completed electronically and uploaded to the CCS data submission service at: <https://www.reportmi.crowncommercial.gov.uk>
  2. MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
  3. CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
  4. Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
  5. The Supplier shall:
     1. promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
     2. promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
     3. immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.5.

### How CCS can use the Management Information

* 1. The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
     1. use and to share with any Buyer, Other Contracting Authority and Central Government Bodies; and/or
     2. publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),any Management Information supplied to CCS for CCS’ normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
  2. CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
  3. Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

### Paying the Management Charge

* 1. The Management Charge excludes VAT which is payable on provision of a valid VAT invoice.
  2. The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

### What happens if the Management Charge is not paid?

* 1. Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
     1. issuing the supplier with reminders that an invoice payment is due and/or overdue;
     2. charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
     3. suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
     4. terminating this Contract.

### What happens if the Management Information is wrong?

* 1. If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
  2. Following an **MI Failure**, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

#### Meetings

* 1. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

#### Admin fees

* 1. If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
  2. The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

### What happens if Management Information Reports are not provided?

* 1. If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:
     1. charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
     2. suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
     3. terminate this Contract.
  2. The Default Management Charge shall be the higher of:
     1. the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
     2. the sum of five hundred pounds (£500).
  3. If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
     1. the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
     2. the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

### Annex: MI Reporting Template

MI Reports shall be completed electronically and uploaded to the CCS data submission service at: <https://www.reportmi.crowncommercial.gov.uk>

The Digital Outcomes and Specialists 5 (RM1043.7) [MI reporting template](https://www.contractsfinder.service.gov.uk/Notice/Attachment/591f2ba8-4832-4a74-b7a9-39c503f40b13) can be downloaded from Contracts Finder.

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

### Order Form

Call-Off Reference: 14332 (Contract BATCM/0331)

Call-Off Title: Dismounted Situational Awareness (DSA) Design and Integration Partner (D&IP)

Call-Off Contract Description: A Design and Integration Partner to develop a MOD-owned DSA solution which shall enable future capability evolution into the 2030s-and-beyond, ensuring MOD access to the latest technology/innovation from across industry whilst avoiding "Vendor Lock-In".

The Buyer: Battlefield and Tactical Communications and Information Systems (BATCIS), Ministry of Defence (MoD)

Buyer Address: Ash Level 0 #3008, MoD Abbey Wood, Bristol BS34 8JH

The Supplier: Rowden Technologies Ltd

Supplier Address: Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

Registration Number: 09981110

DUNS Number: 221535018

SID4GOV ID: 504928

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 8th July 2021.

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 One – 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
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 6 (Key Subcontractors)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data) RM1043.7
  + Joint Schedule 12 (Supply Chain Visibility)
* 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 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 26 (Cyber Essentials Scheme)

1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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:

Special Term 1: Additional Tasking Procedure

* 1. Additional Tasks shall be managed in accordance with Clause 24 of this Contract and Joint Schedule 2 (Variation Form). The Supplier shall provide the impact and outcome of each request for additional tasks and variations within 10 working days of receipt of the Variation Form. For all additional tasks and variations, the rates card and role descriptions in Call Off Schedule 5 (Pricing Details and Expenses Policy) shall apply.

Call-Off Start Date: 12 July 2021

Call-Off Expiry Date: 11 July 2023

Call-Off Initial Period: Two Years

Call-Off Optional Extension Period: Six Months

Minimum Notice Period for Extensions: One Month

Call-Off Contract Value: £3,500,000.00

#### Call-Off Deliverables

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:

#### a. AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production, Edition D, Version 1.

#### b. AQAP 2210 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110, Edition A, Version 2.

#### c. DEFSTAN 00-051 - Environmental Management Requirements for Defence Systems - Requirements.

#### d. DEFSTAN 00-055 - Requirements for Safety of Programmable Elements (PE) in Defence Systems.

#### e. DEFSTAN 00-056 – Safety Management Requirements for Defence Systems.

#### f. DEFSTAN 05-057 - Configuration Management of Defence Material.

#### g. DEFSTAN 05-061 – Part 1 - Concessions.

#### h. DEFSTAN 05-061 – Part 4 - Contractor's working parties.

#### i. DEFSTAN 05-099 - Managing Government Furnished Equipment in Industry.

#### j. DEFSTAN 23-009 - General Vehicle Architecture.

#### k. DEFSTAN 23-012 - Generic Solider Architecture.

#### l. DEFSTAN 23-013 - Generic Base Architecture.

#### m. HMG - Good Practice Guides.

#### n. HMG - Security Policy Framework.

#### o. HMG - IAS I&2.

#### p. ISO 27001/2-2017 - Information technology — Security techniques — Information Security Management Systems — Requirements.

#### q. BS EN IEC 62402:2019 - Obsolescence Management.

#### 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 the first Contract Year is £[REDACTED]

#### Call-Off Charges

The Charging method for this Call-Off Contract will be:

1. Fixed Price

The following milestone payment plan shall apply:

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone Number | Milestone Description | Milestone Payment Amount | Milestone Acceptance Criteria |
| 1 | CA + 2 months | [REDACTED] | Progress review sign off |
| 2 | CA + 4 months | [REDACTED] | Progress review sign off |
| 3 | CA + 6 months | [REDACTED] | PDR sign off |
| 4 | CA + 8 months | [REDACTED] | Progress review sign off |
| 5 | CA + 10 months | [REDACTED] | Progress review sign off |
| 6 | CA + 12 months | [REDACTED] | IDR sign off |
| 7 | CA + 14 months | [REDACTED] | Progress review sign off |
| 8 | CA + 16 months | [REDACTED] | Progress review sign off |
| 9 | CA + 18 months | [REDACTED] | IDR sign off |
| 10 | CA + 20 months | [REDACTED] | Progress review sign off |
| 11 | CA + 22 months | [REDACTED] | Progress review sign off |
| 12 | CA + 24 months | [REDACTED] | SDR sign off |
| 13 | CA + 26 months - extension | [REDACTED] | Extension progress review sign off |
| 14 | CA + 28 months - extension | [REDACTED] | Extension progress review sign off |
| 15 | CA + 30 months - extension | [REDACTED] | Extension SDR sign off |

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

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

#### Payment Method

Payment will be tied to the achievement of the Call-Off Deliverables and Key Milestones set out in this Call Off Order Form.

Payment for Supplier Deliverables will be made by electronic transfer and prior to submitting any claims for payment the Supplier will be required to register their details on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Where the Supplier submits an invoice to the Authority, the Authority will consider and verify that invoice in a timely fashion.

The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

#### Buyer’s Invoice Address

Ministry of Defence

DBS Finance

Walker House

Exchange Flags

Liverpool

L2 3YL

#### Buyer’s Authorised Representative

Claire Bennett

ISS Comrcl-C2-58

0300 1526594

Claire.Bennett120@mod.gov.uk

Ash 0a #3008, MoD Abbey Wood, Bristol BS34 8JH

#### Buyer’s Environmental Policy

DEFSTAN 00-051 - Environmental Management Requirements for Defence Systems - Requirements.

**Buyer’s Security Policy**

Appended at Call-Off Schedule 9 (Security)

#### Supplier’s Authorised Representative

Robert Harper

CEO

07939237531

robharper@rowdentech.com

#### Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

#### Supplier’s Contract Manager

Jessica Woolcock

Commercial Sales Manager

07462860693

jessicawoolcock@rowdentech.com

#### Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

#### Progress Report Frequency

Monthly.

#### Progress Meeting Frequency

Monthly as part of the project review.

#### Key Staff

1. James Kelly

Technical Project Lead

#### Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

Outside IR35

2. Chris Gault

Project Manager

#### Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

Outside IR35

3. Scott Douglass

Principal Software Engineer

#### Unit G3c Bolingbroke Way, Patchway, Bristol, England, BS34 6FE

Outside IR35

#### Key Subcontractor(s)

Not applicable

#### Commercially Sensitive Information

Refer to Joint Schedule 4

#### Additional Insurances

Not applicable

#### Guarantee

Not applicable

#### Social Value Commitment

Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

#### 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:**

Signature:

Name:

Role:

Date:

**For and on behalf of the Buyer:**

Signature:

Name:

Role:

Date:

### Appendix 1

DEFENCE DIGITAL: SERVICE DELIVERY & OPERATIONS

**DISMOUNTED SITUATIONAL AWARENESS (DSA)**

**Design and Integration Partner**

**Statement of Requirement Document**

**Version 1.0**

|  |  |
| --- | --- |
| Project Name: | DISMOUNTED SITUATIONAL AWARENESS |
| Date: | 01/03/2021 |
| Author: | Toni Reed |
| Owner: | Ed Roberts (ISS Dev-BATCIS-DSA AsstHd-PPM) |
| Document Number: |  |

Revision History

|  |  |  |  |
| --- | --- | --- | --- |
| **Revision No.** | **Revision Date** | **Brief Revision Description** | **Change Control** |
| 1.0 | 01/03/2021 | Version 1.0 for release to industry |  |

Approvals

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Role** | **Date** |
| Prepared by: | Toni Reed | DSA Procurement Lead | 01/03/2021 |
| Reviewed by: | Adrian Smith | DSA System Engineer Lead | 01/03/2021 |
| Approved & Authorised by: | Edward Roberts | DSA Senior PM | 01/03/2021 |

Peer Review

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Date** |
|  |  |  |
|  |  |  |
|  |  |  |

References

1. DSA User Requirements Document (available upon request to shortlisted suppliers)
2. DSA Background Technical Information Document (available upon request to shortlisted suppliers)
3. Draft DSA System Architecture (available at Contract Award)
4. Draft Joint Relationship Management Plan (available at Contract Award)
5. AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production, Edition D, Version 1 (publicly available)
6. AQAP 2210 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110, Edition A, Version 2 (publicly available)
7. DEFSTAN 05-061 - Concessions. All concessions shall be managed in accordance with DEFSTAN 05-061, Part 1, Issue 6 (publicly available)
8. DEFSTAN 05-061 - Contractor's working parties. Any contract working parties shall be provided in accordance with DEFSTAN 05-061, Part 4 Issue 3 (publicly available)
9. DEFSTAN 05-099 Managing Government Furnished Equipment in Industry (publicly available)
10. DEFSTAN 05-057 Configuration Management of Defence Material (publicly available)
11. DOS 5 Call-Off Schedule 10 - Exit Management (publicly available)
12. Knowledge in Defence Portal[[1]](#footnote-2) (publicly accessible)
13. Draft System Requirements Document (available at Contract Award)
14. DEFSTAN 23-009 - General Vehicle Architecture (publicly available)
15. DEFSTAN 23-012 - Generic Solider Architecture (publicly available)
16. DEFSTAN 23-013 - Generic Base Architecture (publicly available)
17. BATCIS Electromagnetic Environmental Effects Requirements and Management Policy (available at Contract Award)
18. [Mission Service Assurance Approach to Land Environment Tactical Communications and Information Systems (LE TacCIS)](https://eur01.safelinks.protection.outlook.com/ap/w-59584e83/?url=https%3A%2F%2Fmodgovuk.sharepoint.com%2F%3Aw%3A%2Fr%2Fteams%2F13028%2FManProg%2FMSASG%2F20201102-LE%2520TacCIS_MSA_Approach-v1.0-SRO-O.docx%3Fd%3Dw62df264815894ebca8196f7b5defb64d%26csf%3D1%26web%3D1%26e%3D4XcYlZ&data=04%7C01%7CToni.Reed772%40mod.gov.uk%7C654d1b746eb2470f6cc408d88adc4d4c%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C637412026075106054%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=F7N2CNGiNyjd7fV8bEwo0ItutNaJMeXDR7L86AFvN%2FY%3D&reserved=0) (available at Contract Award)
19. Knowledge in Defence Guidance[[2]](#footnote-3): Software requirements including direction on contracting for software support, SRD and URDs (publicly available)
20. Knowledge in Defence Guidance: Generic software support requirements[[3]](#footnote-4) (publicly available)
21. Knowledge in Defence Guidance: Software Support Plans[[4]](#footnote-5) (publicly available)
22. ITIL Framework Service Management Strategy, V4 (publicly available)
23. Defence Digital Operations HQ OSM Context Document (available at Contract Award)
24. DSA Concept of Employment (available at Contract Award)
25. IEC 62402:2019 - Obsolescence Management (publicly available)
26. The Authority’s System Engineering Management Plan (available at Contract Award)
27. DOS 5 Framework Core Terms (publicly available)
28. Joint Schedule 2 of the DOS 5 Framework - Variation Form (publicly available)
29. DSA Integrated Test, Evaluation and Acceptance Plan (available at Contract Award)
30. DSA System Part 1) Safety and Environmental Case Report (available at Contract Award)
31. Safety Standard DEFSTAN 00-056 - Safety Management Requirements for Defence Systems (publicly available)
32. DEFSTAN 00-051 - Environmental Management Requirements for Defence Systems Requirements (publicly available)
33. Safety Standard DEFSTAN 00-055 - Requirements for Safety of Programmable Elements (PE) in Defence Systems (for System Functional Safety implemented via Software, Hardware and Firmware) (publicly available)
34. Safety and Environmental Regulation DSA02 (available at Contract Award)
35. Safety and Environmental Regulation DSA03 (available at Contract Award)
36. DSA System Safety and Environmental Management Plan (available at Contract Award)
37. The Authority's Security Management Plan (available at Contract Award)
38. Product Description for Supplier SMP (available at Contract Award)
39. Accreditation, Security Assurance and Risk Management artefacts (available at Contract Award)
40. DSA Accreditation Strategy (available at Contract Award)
41. Accreditation Evidence Statement (available at Contract Award)
42. Security Aspects Letters - Radio Provider (not yet developed)
43. Snapshot Technical Risk Assessment (available at Contract Award)
44. In-House Threat Assessment (available at Contract Award)
45. Security Risk Register (available at Contract Award)
46. Risk Treatment Plan (available at Contract Award)
47. CDO - External Governance Requirements (to be advised by the Authority as required).
48. MOD Internal Policy and Governance (available at Contract Award)
49. HMG - Good Practice Guides (to be advised by the Authority as required - publicly available)
50. HMG - Security Policy Framework (publicly available)
51. HMG - IAS I&2 (publicly available)
52. BS EN ISO 27001/2-2017 - Information technology. Security Techniques. Information Security Management Systems. Requirements (publicly available)
53. CDO Security Assurance Framework (available at Contract Award)
54. The Authority’s Integrated Logistics Support Plan (available at Contract Award)
55. DSA Technical Publications (not yet developed)

Glossary

|  |  |
| --- | --- |
| **Acronym** | **Explanation** |
| APM | Association for Project Management |
| Agile | Agile project management is an iterative approach to delivering a project throughout its life cycle |
| AQAP | Allied Quality Assurance Publications |
| AV | Anti-Virus |
| AWARD | A Commerce Decisions tool used by the Authority in competitive procurements; helps buyers to confidently and efficiently select the best supplier |
| BAFO | Best And Final Offer |
| BATCIS | Battlefield and Tactical Communications and Information Systems |
| BCIP | Bowman, Common Battlefield Applications Toolset (ComBAT), Infrastructure and Platform Battlefield Information Systems Applications |
| BS EN | British Standards European Norm |
| CA | Certification Authority |
| CADMID | Concept, Assessment, Demonstration, Manufacture, In Service, Disposal |
| CDD | Capability Delivery Drop |
| CDO | Coordinating Design Organisation |
| COEIA | Combined Operational Effectiveness and Investment Appraisal |
| ComBAT | Bowman, Common Battlefield Applications Toolset |
| DC3I | Dismounted Command, Control, Communications and Information |
| DEFSTAN | Defence Standard |
| DOORS | Dynamic Object-Oriented Requirements System |
| DOS | Digital Outcomes and Specialists |
| DPQQ | Dynamic Pre-Qualification Questionnaire |
| DR | Disaster Recovery |
| DSA | Dismounted Situational Awareness |
| E3 | Electromagnetic Environmental Effects |
| ECD | Evolutionary Capability Delivery |
| A Continual Service Improvement approach aimed at delivering optimal Return on Investment. Progressive evolution of the system, where each change results in a deliberate capability enhancement and/or other benefits realisation and is a transitional step on a trajectory towards a goal state. |
| ECM | Electronic Countermeasures |
| EMC | Electromagnetic Compatibility |
| FBC | Full Business Case |
| FP | Force Protection |
| GFA | Government Furnished Assets |
| HFI | Human Factors Integration |
| HMG | Her Majesty's Government |
| IAS | Information Assurance Standard |
| IDAM | Identity & Access Management |
| IDR | Interim Design Review |
| IEC | International Electrotechnical Commission |
| ISO | International Organization for Standardization; |
| IT | Information Technology |
| ITEAP | Integrated Test, Evaluation and Acceptance Plan |
| ITHC | Information Technology Health Checks |
| ITIL | IT Infrastructure Library |
| JRMP | Joint Relationship Management Plan |
| KiD | Knowledge in Defence |
| KMTA | Key Management Trust Anchors |
| LE TacCIS | Land Environment Tactical Communications and Information Systems |
| MI | Mutual Interference |
| MOD | Ministry Of Defence |
| NATO | North Atlantic Treaty Organisation |
| OTS | Off-The-Shelf |
| PCT | Performance, Cost and Time |
| PDR | Preliminary Design Review |
| PKI | Public Key Infrastructure |
| PRINCE2 | Projects in Controlled Environments 2 - A structured project management method and practitioner certification programme. |
| PRR | Personal Role Radios |
| PSE | Platform, System, or Equipment |
| RA | Registration Authority |
| RadHaz | Radiation Hazard |
| RAIDO | Risk, Assumption, Issue, Dependency, Opportunity |
| RAMP | Requirements and Management Policy |
| RSDR | Radio Subsystem Design Review |
| RF | Radio Frequency |
| RMADS | Risk Management and Accreditation Document Sets |
| ROADs | Record of Actions and Decisions |
| ROM | Rough Order of Magnitude |
| SC | Security Check |
| SDA | System Design Authority |
| SDR | System Design Review |
| S&EMP | Safety and Environmental Management Plan |
| SEMS | Safety and Environmental Management System |
| SLA | Service Level Agreement |
| SMP | Security Management Plan |
| SSRD | Sub-System Requirement Document |
| SRD | System Requirements Document |
| SRR | System Requirements Review |
| SUKEO | Secret UK Eyes Only |
| SWG | Security Working Group |
| TEMPEST | The phenomena of unintentionally compromising sensitive information through electromagnetic emanations |
| UK | United Kingdom |
| URD | User Requirements Document |
| USA | United States of America |
| Vendor Lock in | Being constrained or tied to vendor/set of vendors' products or services due to proprietary issues or substantial switching costs associated with changing vendors |
| X509 | X.509 is a standard format for public key certificates |

DISMOUNTED SITUATIONAL AWARENESS (DSA) DESIGN & INTEGRATION PARTNER STATEMENT OF REQUIREMENT DOCUMENT

DOCUMENT PURPOSE & RELATIONSHIP TO OTHER DOCUMENTS

1. This document sets out the business requirements for the future capability to be delivered by the DSA Design and Integration Partner. It provides an overview of the DSA project, describes the roles and responsibilities of the Design and Integration Partner and outlines the expected relationships between the Authority, the Design and Integration Partner and other third-party suppliers delivering the DSA capability.
2. A consolidated view of the meetings, deliverables, supporting activities and the Authority's indicative timeframes associated with this Statement of Requirement document can be found at Annex A. The Design and Integration Partner and the Authority shall work collaboratively to produce realistic and achievable timelines for delivery. Annex A shall be updated with the deliverable timeframes agreed between both parties at Contract Award.
3. This document does not detail the User Requirements of the DSA system; this can be found in the DSA User Requirements Document (URD) [reference A]. The URD should be read in conjunction with this document and shall be issued to shortlisted suppliers upon request.
4. The DSA Background Technical Information Document [reference B] provides further information of the work conducted to date and should also be read in conjunction with this document. The DSA Background Technical Information Document shall be issued to shortlisted suppliers upon request.
5. A full list of referenced documents, standards and frameworks can be found in the reference section above. Some referenced documents, standards and frameworks may not be available for release at Contract Award and may be developed alongside the delivery of work within this Statement of Requirement (these have been clearly identified and are for information only at this time).
6. The following sections of this document are for information only and have been included to provide the Design and Integration Partner with the context of the entire DSA project:
7. Project Overview.
8. Background.
9. Outcomes.
10. Overarching Requirement.

PROJECT OVERVIEW

1. Availability of situational awareness information in a timely, accurate and consistent manner is a key enabler to the effective command and control of dismounted close combat forces and achievement of military objectives. The United Kingdom’s (UK's) current use of paper maps and radio voice communications is slow and onerous and can lead to misinterpretations between commanders. Advances in situational awareness technology, as demonstrated by the United States of America (USA) and other allies, offer the opportunity to further digitise the Battlefield. Through the automation of battlefield data collation and exploitation, commanders at company-level[[5]](#footnote-6) and below, shall be more informed, able to make decisions quicker, increasing operational tempo and reducing the risk of own force casualties.
2. The DSA project team entered an Assessment Phase[[6]](#footnote-7) in March 2021 to develop a new, technology-driven, situational awareness capability enabled through the acquisition of suitably qualified and experienced industry partners. Specifically, a Design and Integration Partner to develop a Ministry Of Defence (MOD) owned solution which shall enable future capability evolution into the 2030s and beyond, ensuring that the MOD has access to the latest technology and innovation from across industry whilst avoiding "Vendor Lock In[[7]](#footnote-8)". A Radio Provider and component provider[[8]](#footnote-9) shall also be contracted by the Authority to provide/manufacture/produce the physical DSA system at scale. It is expected the first capability delivery of DSA shall be Quarter 2 2024.
3. DSA is a project within the Land Environment Tactical Communications and Information Systems (LE TacCIS) Programme. The DSA project team sits within the Dismounted Command, Control, Communications and Information (DC3I) team. As part of Battlefield and Tactical Communications and Information Systems (BATCIS) delivery team it reports to Defence Digital, Directorate Information and Ground Manoeuvre.

BACKGROUND

1. The complexities of terrain, populations and enemy strategies within the Land Domain means that dismounted[[9]](#footnote-10) close combat remains a typical operational deployment. The achievement of military objectives through dismounted close combat operations, typically in a dispersed group, is dependent upon effective command and control enabled through situational awareness. Situational awareness is the: *“knowledge and understanding of the current situation which promotes timely, relevant and accurate assessment of friendly, competitive and other operations within the Battlefield in order to facilitate decision making. An informational perspective and skill that fosters an ability to determine quickly the context and relevance of events that are unfolding”*.
2. Today, the UK achieves situational awareness through the use of paper maps and radio communications, typically Personal Role Radios (PRR), with basic position location information provided by Bowman Common Battlefield Applications Toolset (ComBAT), Infrastructure and Platform Battlefield Information Systems Applications (BCIP) 5.6.
3. The need for more dependable battlefield situational awareness has been recognised for some time.
4. Through capability concept demonstrators in 2015 and 2019, the potential of technology to provide more timely, accurate, complete and consistent information, increasing dismounted commanders’ decision-making capabilities and an overall significant step-change in military effectiveness has been demonstrated.
5. For UK Defence to realise the operational benefits of this technology, the DSA project was established to provide dismounted close combat users with enhanced voice and data services that shall result in greater situational awareness capabilities.

OUTCOMES

1. The primary outcomes of the DSA project are to visualise battlefield information, reduce the burden of collating operational data and provide military commanders timely data to make better, more accurate operational decisions. Benefits include:
2. Increased tempo, by enabling a wealth of position location information to be gathered and presented automatically and more accurately in seconds, compared to the current more manual process often undertaken over congested voice communications networks.
3. Better and quicker decisions, by reducing the information gathering process and decreasing the cognitive burden on commanders allowing them to focus on analysing the available information to make quicker, better informed decisions.
4. Increased coordination, by providing a battlefield management view of operations and a means of planning and communicating across forces without having to rely on voice communications, reducing errors and confusion.
5. Reduction in risk and own force casualties, by enabling users to locate and communicate more accurately both enemy and friendly force locations, reducing the risk of fratricide.
6. Optimised communications performance by managing the electromagnetic integration of DSA to maintain safety, security and co-site interoperability.

OVERARCHING DSA REQUIREMENT

1. The DSA project shall provide an Official Sensitive**[[10]](#footnote-11)**capability incorporating:
2. Voice communications, i.e. radios, to all dismounted close combat users.
3. Situational awareness to all dismounted commanders to company-level, including:
4. Position and location information of soldiers.
5. Friendly force locations.
6. Battlefield management software applications, including visual representations, operational constraints and intelligence.
7. Planning and information sharing tools for commanders.
8. Ability to work collaboratively between commanders within the company group.
9. Ability to produce a coherent view of the battlefield and contribute to the strategic operational picture in a timely and accurate manner.
10. In simplified terms, DSA shall address: Where am I? Where is my unit? Where is the enemy? What are my orders?
11. Dismounted close combat users operate within a wide range of Radio Frequency (RF) environments, and as such, it is essential that the DSA capability continues to operate within the harshest of RF environments; which may include other co-sited transmitters and/or Force Protection (FP) Electronic Countermeasures (ECM).
12. The DSA capability shall be designed around the dismounted close combat soldier and allow future integration with mounted close combat**[[11]](#footnote-12)** platforms. In order to ensure effectiveness and compatibility with other technology-driven soldier related capabilities, its development shall be aligned to other MOD systems architecture and open standards.

SCOPE OF DESIGN & INTEGRATION PARTNER CONTRACT

1. The Authority requires a Design and Integration Partner to develop a MOD owned DSA solution, which shall enable future capability evolution into the 2030s and beyond, ensuring that the MOD has access to the latest technology and innovation from across industry whilst avoiding "Vendor Lock In". The Authority shall work collaboratively with the Design and Integration Partner to achieve this.
2. **Commercial construct:** The supplier who is awarded the Design and Integration Partner contract (and any parent company, subsidiary, sister company, affiliate or division of this organisation) shall NOT be eligible to bid for the DSA equipment supply contracts or make up any part of the supply chain of these contracts.
3. **Contract length:** The Design and Integration Partner contract shall be a 24-month core contract, to support the Authority with the Assessment Phase activity required up to DSA Full Business Case (FBC) approval, with a 6 month option for continuation of services, including exit and transition activities (as detailed at para 114 below), which may be exercised (or not) at the Authority's discretion.
4. The key business requirements for the DSA Design and Integration Partner are:
5. **001 - Programme and Project Management:** Manage the delivery of the contract in line with the processes and procedures in this document.
6. **002 - Requirements, Architecture, Design and Engineering:** Evolve and manage the draft DSA System Architecture [reference C] provided by the Authority (at Contract Award). Develop and manage the detailed DSA System Design, adapting the baselines in response to capability roadmaps, technology innovation, emerging user needs, system threats and/or system obsolescence. Assessment of Electromagnetic Integration. Produce DSA subsystem requirements documents, interface control documents, technical product specifications and supporting technical drawings/diagrams/documents in accordance with the DSA System Design. Support the Authority with the development of a Technical Library to host technical documentation and standards. Develop an Engineering Management Plan to set the engineering direction.
7. **003 - Support to Authority Competitions:** Support the Authority in the development of appropriate competition documentation and provide support to the Authority's competition process.
8. **004 - Manage Change Control:** Maintain and control the configuration of the DSA System Architecture, DSA System Design, and technical baselines on behalf of the Authority, ensuring on-going system openness.
9. **005 - Manage System Integration:** Manage all system integration activities, including planning, management and system acceptance testing for the duration of the contract.
10. **006 - System Design Authority, System Safety & System Security:** Responsible for System Design Authority (SDA) governance, including development and management of SDA processes/procedures. Produce and contribute to System Safety Cases and provide support to the Authority with Security Accreditation and Assurance activities.
11. **007 - Additional ad-hoc tasking:** Carry out additional ad-hoc taskings as agreed between the Authority and the Design and Integration Partner.
12. **008 - Support to Training, Introduction to Service & Logistics Support:** Provide support to the Authority with its training, introduction to service and logistics support activities.

CONTEXT

1. The Design and Integration Partner shall be responsible for the design and development of the DSA System, including evolving the draft DSA System Architecture and developing and managing the DSA System Design. The Design and Integration Partner shall produce detailed subsystem requirements documents and technical product specifications for the radio and components, which shall be used by the Authority to contract third party suppliers to provide/manufacture/produce the DSA system at scale:
2. The radio subsystem requirements documents and technical product specifications shall form the basis of the procurement for a Radio Provider, the competition for which shall be led by the Authority supported by the Design and Integration Partner. The competition shall include down-select trials to ensure that the chosen radio, together with associated waveforms and cryptographic security, can perform at the required operational level and environment. The Design and Integration Partner shall support the Authority with these down-select trials.
3. The component subsystem requirements documents and technical product specifications shall be used by the Authority to contract for the supply of components.
4. The Design and Integration Partner shall work with the Authority (and its third-party suppliers) to scope solution designs which ensure optimised value for money for the DSA system.
5. Once the radio and component solutions have been selected, they shall be presented to an Authority led design board[[12]](#footnote-13), along with the corresponding Combined Operational Effectiveness and Investment Appraisals (COEIAs), for approval at FBC.
6. The Design and Integration Partner shall provide the required support to the Authority up to and including the FBC submission. The Design and Integration Partner shall conduct exit activities and transition the Design and Integration Partner services to the Authority and/or an incoming supplier prior to contract expiry.

Diagram

Description automatically generated

Figure 1 - Collaborative Working Relationship across DSA

1. Effective collaborative working between the Design and Integration Partner, the Authority, the Authority's third-party suppliers, as well as Authority stakeholders shall be crucial to the success of the DSA project (see Figure 1 above).

**LE TACCIS PROGRAMME APPROACH**

1. **Evolutionary Capability Delivery (ECD)**: The LE TacCIS Programme is taking a continual service improvement approach towards delivering capability. ECD will achieve deliberate capability enhancement and/or other LE TacCIS Programme benefits, through progressive evolution of systems. The Design and Integration Partner shall design the DSA System to enable this incremental approach to achieve the benefits offered by ECD. The DSA URD covers the full scope of delivery for the DSA project.
2. **Capability Delivery Drops**: The Authority’s approach to delivering the DSA solution and achieving ECD benefits will be through Capability Delivery Drops (CDDs). The Authority shall agree the scope of each CDD as part of an options analysis process. Further detail on this approach can be found in the DSA Background Technical Information Document.

001 - PROJECT & PROGRAMME MANAGEMENT

1. **Delivery of the contract:** The Design and Integration Partner shall project manage the delivery of the contract in line with the processes and procedures set out in this section.
2. **Onboarding:** At Contract Award, the Design and Integration Partner shall provide the Authority with its personnel information (numbers, roles and experience, Security Clearance[[13]](#footnote-14) details) and sign any Non-Disclosure Agreements issued by the Authority to allow the Authority to make the necessary access arrangements (site access, Information Technology (IT) access etc). The Authority shall provide the Design and Integration Partner personnel with the necessary technical and project information, including induction training (where required). The Design and Integration Partner shall attend a project kick-off meeting (hosted and chaired by the Authority) to agree communication methods between the Authority and the Design and Integration Partner, clarify project timelines, discuss relationship management, confirm deliverables and objectives and ensure alignment from both parties from the start. The project kick-off meeting shall take place within 2 weeks of Contract Award.
3. **Collaborative working relationship:** The Design and Integration Partner and the Authority shall adopt a collaborative working relationship, which shall be described, implemented and managed through a Joint Relationship Management Plan (JRMP). This is a joint artefact, developed by both parties and is both a joint management platform incorporating a record of the approaches and agreements undertaken to the point of formalising the collaboration, and a relationship platform for ongoing management of the relationship. The JRMP is a dynamic document for use throughout the lifetime of the contract. A draft version of the JRMP [reference D] shall be issued to the Design and Integration Partner at Contract Award. An updated version of the JRMP is to be agreed and signed by both parties within 1 month of Contract Award.
4. **Collaborative working behaviours:** The Design and Integration Partner shall:
5. Raise any problems, issues or risks to the delivery of the project to the Authority at the earliest opportunity; which shall be handled and managed jointly between the Authority and Design and Integration Partner.
6. Cooperate with the Authority and the Authority's third-party suppliers, stakeholders and representatives, in the delivery of the contract.
7. Work with the parties at para 33b to establish key governance, management and reporting mechanisms, and support activities required by the project (including cross-project/programme activities, where so required by the Authority).
8. Support and attend all required activities and meetings at either the Authority's premises or host activities and meetings at the Design and Integration Partner's premises (where so required by the Authority).
9. **Multilateral Joint Relationship Management (when/if required):** The Design and Integration Partner shall support the Authority with the introduction of the Authority's third-party suppliers, to a multilateral joint relationship. The Design and Integration Partner shall attend meetings in support of this multilateral joint relationship and contribute to the Authority's development of Multilateral JRMPs.
10. **Reporting & Governance (to commence post project kick-off meeting):** The Design and Integration Partner shall support the Authority with its reporting and governance activities. This shall include attendance and contribution at project meetings, as follows:
11. Project and technical desk level contribution and attendance required at weekly, monthly and quarterly project meetings/boards.
12. Expected topics for discussion shall include (but shall not be limited to):
13. Risk, assumption, issue, dependency and opportunity management.
14. Progress against the schedule and project milestones.
15. Performance management.
16. Project configuration management.
17. Quality management.
18. Business relationship management.
19. Information knowledge management.
20. Learning from experience and continuous improvement.
21. The Authority shall send out the calling-notice for all project meetings. The venue of the project meetings shall be jointly agreed between the Authority and Design and Integration Partner. Actions, minutes and decisions shall be taken and distributed by the Authority (if required), with progress reviewed at the next corresponding project meeting. Any preparatory work/input required from the Design and Integration Partner shall be communicated by the Authority in advance of each project meeting.
22. **Risk, Assumption, Issue, Dependency, Opportunity (RAIDO) management:** The Design and Integration Partner shall manage RAIDO activity in line with Association for Project Management (APM)/PRINCE[[14]](#footnote-15)2 best practice. The Design and Integration Partner shall support the Authority in developing and maintaining the DSA RAIDO register, which shall be hosted on the Authority's shared working environment, contribute to active risk management of the project, and provide status updates at the project meetings detailed above.
23. **Project Planning & Scheduling**: The Design and Integration Partner shall develop and manage planning and scheduling activity in line with best practice (e.g. APM/Agile/PRINCE2) and input/provide support to the development of the DSA Collaborative Master Schedule, which shall be hosted on the Authority's shared working environment. Both parties shall have access to all planning information, including how planning activity is being managed (processes and procedures), and shall provide progress updates into the DSA Collaborative Master Schedule.
24. **Quality Management:** The Design and Integration Partner shall comply with the following Quality Assurance requirements:
25. Allied Quality Assurance Publication (AQAP) 2110 - North Atlantic Treaty Organisation (NATO) Quality Assurance Requirements for Design, Development and Production, Edition D, Version 1 [reference E].
26. AQAP 2210 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110, Edition A, Version 2 [reference F].
27. Defence Standard (DEFSTAN) 05-061 - Concessions. All concessions shall be managed in accordance with DEFSTAN 05-061, Part 1, Issue 6 [reference G].
28. DEFSTAN 05-061 - Contractor's working parties. Any contract working parties shall be provided in accordance with DEFSTAN 05-061, Part 4 Issue 3 [reference H].
29. The Design and Integration Partner shall provide support to any quality audit conducted by the Authority and/or Defence Digital Quality Assurance representatives and identify and implement any corrective actions raised at the earliest opportunity. Progress shall be reviewed at the next corresponding project meeting.
30. **Information Knowledge Management:** The Design and Integration Partner shall share knowledge and best practise and support the Authority with identification and implementation of process improvements throughout the delivery of the contract. The Design and Integration Partner shall comply with the Authority's restrictions and handling instructions relating to storage of information in the Authority's shared working environment. The Design and Integration Partner shall ensure that personnel delivering the contract are appropriately trained and have the necessary expertise to perform their role.
31. **Import and Export Management:** The Design and Integration Partner shall inform the Authority of any and all import and export control agreements (and associated matters) which arise during the delivery of the contract and maintain a log of all such agreements.
32. **Management of Government Furnished Assets:** The Design and Integration Partner shall manage Government Furnished Assets (GFA) issued by the Authority in line with DEFSTAN 05-099 Managing Government Furnished Equipment in Industry [reference I] and DEFSTAN 05-057 Configuration Management of Defence Material [reference J]. The Authority shall provide the Design and Integration Partner with access to the BATCIS floorplate (as Government Furnished Facilities), including access to SECRET UK EYES ONLY (SUKEO) information. Annex B to this document lists the GFA to be issued (by the Authority) to the Design and Integration Partner[[15]](#footnote-16).
33. **Assurance, Approvals and Assessment Phase activity:** The Design and Integration Partner shall provide support to the Authority in its assurance, approvals and Assessment Phase activities, including but not limited to:
34. Support to the Authority in the development of Reports.
35. Support to the Authority in the development of Business Cases and Review Notes.
36. Support to the Authority in the development of Assurance and Approvals documentation.
37. Support to the Authority in the development of COEIAs.
38. **Supplier Service Transition and Offboarding:** The Design and Integration Partner shall conduct all service transition and offboarding activity as detailed in their Exit Plan (as per the requirements of the Digital Outcomes and Specialists (DOS) 5 Call-Off Schedule 10 (Exit Management) [reference K]).
39. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

002 - REQUIREMENTS, ARCHITECTURE, DESIGN & ENGINEERING

1. The Authority requires a DSA system that works together (interoperates) with other complex systems, is vendor agnostic and achieves flexibility and commonality (where required); a modular system, where changes can be made to individual components/sub-systems within the overall design/system.
2. The Design and Integration Partner shall follow the guidance set out in the Knowledge in Defence (KiD) Portal [reference L]. The KiD Portal sets out the end-to-end processes associated with this Statement of Requirement, including but not limited to technical requirements and information on:
   1. Solution System Architecture.
   2. Requirements definition.
   3. Design documentation.
   4. Detailed specifications.
   5. Verified integration.
   6. Acceptance activities.
3. The Design and Integration Partner shall ensure all technical documentation produced maintains the ‘golden thread’ from User Requirements to System Design to Acceptance.
4. **Requirements Management[[16]](#footnote-17)**: The Design and Integration Partner shall support the Authority through the Requirements and Acceptance end-to-end process. The Design and Integration Partner shall review the requirements documentation provided by the Authority (at Contract Award) and support the Authority in concluding the requirements definition activities.
5. **System Requirements Document (SRD):** The draft SRD [reference M] shall be provided by the Authority at Contract Award. The Design and Integration Partner shall support the Authority with development of this document, and it shall be baselined by the Authority at the System Requirements Review (detailed at para 61 below).
6. **DSA System Architecture**: At Contract Award the Authority shall issue the Design and Integration Partner with the draft DSA System Architecture[[17]](#footnote-18) . The Design and Integration Partner shall, with support from the Authority, evolve the draft DSA System Architecture, and provide an updated DSA System Architecture[[18]](#footnote-19) at Preliminary Design Review (detailed at para 61 below).
7. The DSA System Architecture documentation shall include but shall not be limited to:
8. Technical Drivers.
9. Constraints, dependencies, assumptions.
10. The DSA System Architecture shall be aligned to wider MOD systems architecture and open standards, including but not limited to:
11. DEFSTAN 23-009 - General Vehicle Architecture [reference N].
12. DEFSTAN 23-012 - Generic Solider Architecture [reference O].
13. DEFSTAN 23-013 - Generic Base Architecture [reference P].
14. The DSA System Architecture shall be agreed and baselined at the Formal Design Reviews (detailed at para 61 below). The Design and Integration Partner shall continue to develop and manage the DSA System Architecture throughout the duration of the contract.
15. **DSA System Design:** The Design and Integration Partner shall, with support from the Authority, develop the DSA System Design. The DSA System Design shall meet the requirements as set out in the DSA SRD and the DSA System Architecture and shall be baselined at the Formal Design Reviews (detailed at para 61 below).
16. The DSA System Design documentation shall include but shall not be limited to:
17. System use cases - to support specification and requirement traceability.
18. Subsystem Requirements Documents (SSRDs)/Technical Product Specifications for radio and components.
19. Interface Control Documents.
20. Supporting technical drawings/diagrams.
21. System constraint information.
22. Design decisions.
23. Draft Bill of Materials, for both software and hardware system components. This Bill of Materials shall be further developed collaboratively between the Authority, Design and Integration Partner and the Authority's third-party suppliers (where applicable).
24. Rough Order of Magnitude (ROM) costs.
25. All design documentation produced by the Design and Integration Partner shall be clear and comprehensive, in a format to be agreed between both parties. All design documentation shall be subject to a rigorous review processes which shall include the Authority and relevant third parties (where appropriate).
26. The Design and Integration Partner shall, with agreement from the Authority, baseline the DSA System Design at the appropriate Formal Design Reviews and manage the baselines in line with the process detailed at para 73 below.
27. The Authority shall have full ownership rights for all design documentation and deliverables detailed under this Statement of Requirement. The Authority shall use any or all design documentation and/or deliverables developed under this Statement of Requirement to contract its third-party suppliers (including for use in the Authority's competition process). The Authority shall provide design documentation and/or deliverables to other projects/programmes/third parties for future interfacing to/with (as appropriate).
28. **Design Requirements, Principles and Considerations for the DSA System Design.** The following paragraphs detail the requirements, principles and considerations for the Design and Integration Partner to incorporate into the DSA System Design:
29. The DSA System Design produced by the Design and Integration Partner shall be modular, use widely supported standards for its key interfaces, and be subjected to successful verification and validation tests to ensure the openness of its key interfaces.
30. **Openness –** To enable better management of obsolescence and prevent "Vendor Lock In", the Design and Integration Partner shall adopt an open system design. This shall deliver the following benefits:
31. Ease of interoperability between systems, sub-systems and components.
32. The ability to modify the capability for different operational roles.
33. Support potential reuse of common Off-The-Shelf (OTS) and open source-based equipment and software.
34. Improve integration.
35. Support technology refresh, obsolescence management and capability insertion and ensure that the system can evolve through life.
36. **GFA offered by the Authority:** The Design and Integration Partner shall consider the potential for use of any equipment/components/software offered by the Authority on a GFA basis and shall incorporate any GFA found to be beneficial into the DSA System Design. If any GFA offered by the Authority is rejected by the Design and Integration Partner, it shall be confirmed with the Authority in the next appropriate Design Review.
37. **Electromagnetic Integration Management:** Electromagnetic Environmental Effects (E3) is the term given to all disciplines relating to electromagnetic phenomena e.g. Electromagnetic Compatibility (EMC), Mutual Interference (MI), Radiation Hazard (RadHaz) and TEMPEST etc.
38. The Design and Integration Partner shall, with support from the Authority, be responsible for the provision of E3 documentation and evidence laid out in the BATCIS E3 Requirements and Management Policy (RAMP) [reference Q] available at Contract Award. This may include the provision of EMC, MI, RadHaz or TEMPEST testing.
39. The Design and Integration Partner shall produce the following documents to ensure compliance with the BATCIS E3 RAMP where applicable, and where agreed with the Authority:
40. E3 equipment certification specifications.
41. Technical drawings and/or models.
42. E3 Test Plans.
43. Test Readiness Review Output Documents.
44. E3 Test Reports.
45. **Human Factors Integration (HFI):** The Design and Integration Partner shall plan and implement Human Factors Integration activities to support the definition, design, specification and evaluation of the system and its component products to support all user roles to achieve their goals effectively, safely, with the minimum of training burden and with optimal levels of physical task load and cognitive burden. To this end, the Design and Integration Partner shall ensure the HFI activities are conducted by suitably qualified and experienced HFI subject matter experts. The Design and Integration Partner shall provide HFI reports as agreed between both parties.
46. **Operational Service Management:** The Design and Integration Partner shall design for Operational Service Management. This is utilisation of quality IT services that meet the need of the Operating Authority, performed through a mix of organisations and people, value streams and processes, information technology and tools, partners and suppliers. The Design and Integration Partner shall design in accordance with, and align to the following:
47. Mission Services Assurance Approach to LE TacCIS [reference R], available at Contract Award.
48. KiD guidance:
49. Software requirements including direction on contracting for software support, SRD and URDs [reference S].
50. Generic software support requirements [reference T].
51. Software Support Plans [reference U] and other required documentation.
52. The IT Infrastructure Library (ITIL) Framework Service Management Strategy, V4 [reference V].
53. The Defence Digital Operations Head Quarters Operational Service Management Context Document [reference W], available at Contract Award.
54. The Design and Integration Partner shall evolve and adapt the DSA System Design in response to capability roadmaps, technology innovation, emerging user needs, system or technical vulnerabilities and/or system obsolescence.
55. **Formal Design Reviews[[19]](#footnote-20):** Formal Design Reviews shall take place to review and agree the documentation provided to date and to authorise commencement to the next stage of development. The Design and Integration Partner shall support these reviews through production of required evidence/deliverables/technical information and attendance. It is anticipated that the Formal Design Reviews detailed at para's 61a-e below shall take place (as a minimum). This shall be agreed between the Authority and the Design and Integration Partner at Contract Award.
    1. **System Requirements Review (SRR):**
56. **Purpose:** To ensure that the preliminary system requirements are traceable to the user requirements and are sufficiently detailed and understood to enable a system functional definition and architectural description to be derived that meet system performance specifications.
57. **Timing:** Expected to be held within 3 months of Contract Award.
58. **Input:** Updated SRD.
59. **Output:** Agreed SRD baseline.
    1. **Preliminary Design Review (PDR**):
60. **Purpose:** Multi-disciplined product and process assessment to ensure that the proposed DSA System Design under review can proceed into detailed design, meet the stated performance requirements in the SRD and fulfil the DSA Concept of Employment [reference X] (available at Contract Award), within the approved performance, cost, time parameters and risk constraints.
61. **Timing:** This shall occur prior to the Radio Provider competition and is expected to take place within 6 months of Contract Award.
62. **Inputs:** Updated SRD, updated DSA System Architecture, DSA System Design and supporting design deliverables (see Annex A), SSRD and technical product specifications, proposed Developmental DSA System, proposed DSA Public Key Infrastructure (PKI) System Design and supporting deliverables (see Annex A), proposed development and support tools.
63. **Outputs:** Agreed SRD, agreed DSA System Architecture, agreed DSA System Design and supporting design deliverables, agreed SSRD and technical product specifications, agreed Developmental DSA System, agreed DSA PKI System Design and supporting deliverables, agreed development and support tools.
    1. **Radio Subsystem Design Review (RSDR)**:
64. **Purpose:** Multi-disciplined product assessment to ensure that the proposed radio subsystem requirements documents and technical product specifications meet the stated performance requirements in the DSA SRD and fulfils the Concept of Employment within the approved performance, cost, time parameters and risk constraints.
65. **Timing:** This shall occur prior to the Radio Provider competition and is expected to take place within 6 months of Contract Award (may be combined with or separate to the PDR above).
66. **Inputs:** Radio SSRD and technical product specification.
67. **Outputs:** Agreed Radio SSRD and technical product specification.
    1. **Interim Design Reviews (IDRs**):
68. **Purpose:** Multi-disciplined product and process assessment to ensure that the proposed detailed solution design under review incrementally matures towards the System Design Review (see para 61e below).
69. **Timing:** Expected to be held every 6 months after the Preliminary Design Review (detailed at para 61b above) up to the System Design Review ((see para 61e below), i.e. months 12 and 18).
70. **Inputs:** Updated SRD, updated DSA System Architecture, updated DSA System Design and supporting design deliverables (see Annex A), updated SSRDs and technical product specifications, updated Developmental DSA System, updated DSA PKI System Design and supporting deliverables (see Annex A), updated development and support tools.
71. **Outputs:** Agreed SRD, agreed DSA System Architecture, agreed DSA System Design and supporting design deliverables, agreed SSRDs and technical product specifications, agreed Developmental DSA System, agreed DSA PKI System Design and supporting deliverables, agreed development and support tools.
    1. **System Design Review (SDR):**
72. **Purpose:** This review ensures that the DSA System Design can effectively support the FBC submission. The review must consider the preferred bidder solution for the radio and the proposed solution for the system components. The review shall:
73. Identify the impact of any trade-offs, compromises or expectations required against the requirements.
74. Ensure that the boundary, interface and interoperability issues and risks are understood, clearly documented and managed.
75. Address legacy constraints, dependencies and engineering speciality requirements.
76. **Timing:** Expected to take place within 24 months of Contract Award
77. **Inputs:** Updated DSA System Architecture, updated SRD, updated DSA System Design and supporting design deliverables (see Annex A), updated SSRDs and technical product specifications, final Developmental DSA System, final DSA PKI System Design and supporting deliverables (see Annex A), proposed System Integration Test Report.
78. **Outputs:** Agreed DSA System Architecture, agreed SRD, agreed DSA System Design and supporting design deliverables, agreed SSRDs and technical product specifications, accepted final Developmental DSA System, agreed final DSA PKI System Design and supporting deliverables, agreed System Integration Test Report.
79. **Management of Formal Design Reviews**. As detailed at para 61 above, the Design and Integration Partner shall be required to attend and contribute to a set of Formal Design Reviews which shall be chaired by the Authority. The conduct of the formal/major design review meetings shall be as follows:
80. All documentation shall be made available to the Authority and appropriate stakeholders no later than 15 working days prior to each planned review meeting.
81. Stakeholders required to review the Design and Integration Partner documents shall be selected and notified by the Authority. All stakeholders shall review the documentation prior to the review meeting.
82. The Design and Integration Partner shall organise, coordinate and support each review meeting and present the findings in a suitable medium to the Authority (medium to be decided between the Design and Integration Partner and the Authority).
83. During the review meeting, the Design and Integration Partner shall record the meeting actions and decisions against the presented content and provide detail of the significant issues within documents addressed. Actions are to be agreed at close of the review meeting. Actions and decisions shall be issued to the Authority within 5 working days of the meeting.
84. The satisfactory acceptance of the review meeting shall be approved by the Authority upon the successful closure of agreed actions.
85. **Continuous Assurance Activities:** Additional informal developmental design reviews and meetings shall take place (as required) and shall be managed on an informal collaborative working basis; i.e. slide packs produced and issued the day before the meeting, records of actions shared on the Authority's shared working environment etc. This may include sub-system readiness reviews (if required) prior to and in preparation for Formal Design Reviews. Due to the delaminated procurement approach, it is anticipated that some design reviews shall be multi-vendor and the Design and Integration Partner shall be required to work collaboratively with the Authority and their suppliers in advance of and post review.
86. **Shared Working Environment - Technical Library:** The Design and Integration Partner shall support the Authority with the creation of a shared Technical Library, hosted on the Authority's shared working environment. The Design and Integration Partner shall support the Authority in the identification, sourcing and maintenance of the necessary standards, policy, principles and guidelines required for the delivery of this contract[[20]](#footnote-21). A monthly review of the shared Technical Library shall be conducted by the Authority and the Design and Integration Partner, to ensure accuracy and continued alignment between both parties.
87. **Design Repository (within the Technical Library):** The Design and Integration Partner shall support the Authority in the development of a design repository structure (within the Technical Library) to hold all design and system integration documentation and software. The Design and Integration Partner shall support the Authority in the implementation and management of the design repository, including:
88. File storage and information exchange process for the Authority, the Design and Integration Partner, and third-party supplier artefacts and software.
89. Document configuration, change and action management tooling, to include the following capabilities:
90. Perform fully traceable document reviews and approval cycles.
91. Create actions in association to documents.
92. Document configuration changes with folder-based security access.
93. Formal repository, records and inventory database.
94. Customisable document metadata in accordance with the needs of a project or mission.
95. Ability to automate the creation of document reference numbers according to specific project or Authority departmental rules.
96. Dynamic search and export capability.
97. Multiple Author response tracking.
98. Audits.
99. Report generation.
100. Inability to remove files or folders to ensure that historical documentation is retained.
101. **Proactive Future Technology and Obsolescence Management.** The Design and Integration Partner shall proactively manage the obsolescence of the DSA System and produce the following documents, to inform the Authority of the future technology and obsolescence issues affecting the DSA capability:
102. **Technology Horizon Management Roadmap**, demonstrating evolution options for the capability at agreed intervals. Technology Horizon Management identifies, evaluates, and prioritises activities to exploit new technology. The Design and Integration Partner shall conduct horizon scanning and maintain a technology roadmap to identify intervention opportunities driven by changes in technology or changing/emerging User requirements. The Design and Integration Partner shall provide a Technology Horizon Management Roadmap within 6 months of Contract Award; this shall be updated as a minimum on a 6-monthly frequency or upon identification of a new technology (whichever is sooner).
103. **Obsolescence Management Plan**, which demonstrates the Obsolescence Management processes, responsibilities, resources and procedures required to identify, analyse, manage, review, treat and resolve obsolescence risk and issues across the DSA project lifecycle. The Design and Integration Partner shall liaise with the Authority to ensure Obsolescence Management Plans and mitigation/resolution of obsolescence issues are appropriately aligned with the Authority’s ECD Programme. The Obsolescence Management Plan shall be provided to the Authority within 6 months of Contract Award; this shall be updated as a minimum on a 6-monthly frequency or upon identification an obsolescence issue (whichever is sooner). The Design and Integration Partner shall carry out the activities detailed within the Obsolescence Management Plan.
104. **Obsolescence Roadmap**: The Design and Integration Partner shall work with the Authority and its third-party suppliers to develop an Obsolescence Roadmap. The Design and Integration Partner shall use International Electrotechnical Commission (IEC) 62402:2019 (Obsolescence Management) [reference Y] in the development of the Obsolescence Management Plan and Obsolescence Roadmap. The Obsolescence Roadmap shall be provided to the Authority within 6 months of Contract Award; this shall be updated as a minimum on a 6-monthly frequency or upon identification an obsolescence issue (whichever is sooner). Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this Statement of Requirements (para 73b below). The Design and Integration Partner shall provide the Authority with obsolescence status updates, as part of the periodic project meetings.
105. **Engineering Management Plan:** The Design and Integration Partner shall develop an Engineering Management Plan, which shall comply with/follow MOD standards, policy, principles and guidelines (as well as industry best practise). The Engineering Management Plan shall be delivered within 2 months of Contract Award and shall be made available to the Authority's third-party suppliers and stakeholders, for acknowledgment and alignment (where required). The Design and Integration Partner shall implement and carry out the activities within this plan.
106. The Engineering Management Plan shall be sub-ordinate to the Authority’s System Engineering Management Plan [reference Z] (available at Contract Award). Both parties shall work collaboratively to further develop these documents, ensuring alignment throughout.
107. **Support to Authority Working Groups:** The Design and Integration Partner shall support and attend nominated Working Groups, including but not limited to design, training, integrated logistics support, security, safety, requirements, capability integration working groups.
108. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

003 - SUPPORT TO AUTHORITY COMPETITIONS

1. The Design and Integration partner shall support the Authority with the production of documentation and technical work packages associated with the radio procurement, which shall include (but shall not be limited to) the design documentation already detailed within section 002 of this document and additional Statements of Work (as required).
2. **Support to Radio Provider Competition Process:** The Design and Integration Partner shall support the Authority in its competition activity for the Radio Provider and down-select trials. This shall include support to preparation for the competition, support to the evaluation process and support to the radio down-select trials, as detailed below.
3. The Design and Integration Partner shall provide support to the following competition activity:
4. **Contract Notice/Dynamic Pre-Qualification Questionnaire (DPQQ) Stage**: Input to Contract Notice; Input to DPQQ and DPQQ evaluation strategy (including attendance at multiple workshops); Support Authority responses to clarification questions; Conduct DPQQ evaluation; Attend moderation of DPQQ evaluation; Support to Authority preparation of debrief letters.
5. **Tender Stage (which may include but may not be limited to):** Support to development of Statement of Requirement (including attendance at multiple workshops); Completion of Authority funded AWARD[[21]](#footnote-22) training; Support to production of supporting documentation; Support to production of Evaluation Strategy (including attendance at multiple workshops); Support to production of Negotiation Strategy (as applicable) (including attendance at multiple workshops); Support to production of Contract Terms and Conditions; Support Authority responses to clarification questions; Conduct Tender Evaluations; Attend moderation of Tender Evaluations; Support down select radio demonstrations and trials; Conduct lab based evaluations; Support the Authority with preparation for negotiations; Support negotiations (multiple workshops/meetings with each supplier); Conduct Best And Final Offer (BAFO) evaluations; Attend moderation of BAFO evaluations; Support to Authority preparation of debrief letters.
6. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

004 - MANAGE CHANGE CONTROL & CONFIGURATION MANAGEMENT

1. Change Control and Configuration Management activities shall be carried out in accordance with the Authority's agreed processes and procedures, set out in the following paragraphs:
2. **Project Change Control:** When a change is identified against a baseline, by either the Authority or the Design and Integration Partner, the following change process shall be followed:
3. A Change Request Form shall be raised by the party who identifies the change (template to be provided by the Authority).
4. The Authority shall log the change request in the project master change register and send a request for impact assessment to the Design and Integration Partner (and any other parties involved in the change).
5. The Design and Integration Partner (and any other parties involved in the change) shall provide the impact information (including the associated Performance, Cost and Time (PCT) impacts to affect the change).
6. The Authority shall conduct an impact and validity assessment of the change and review proposed PCT impact against project budget, project milestones and project requirements and outputs. If the change is deemed valid it shall be submitted to the Change Control Board for approval. If deemed invalid, the change shall be recorded as closed on the change register and no further action taken.
7. The Change Control Board shall either approve or reject the change. In the event that the change is rejected, the change shall be recorded as closed on the change register and no further action shall be taken. In the event that the change is approved, the Design and Integration Partner and Authority shall develop a Joint Implementation Plan which shall be agreed between both parties.
8. In the event that the change is approved and results in the requirement for a formal change to the contract, the parties shall refer to Clause 24 of the DOS 5 Framework Core Terms [reference AA] and the Authority shall complete the Variation Form (Joint Schedule 2 of the DOS 5 Framework) [reference BB], to initiate a formal contract change.
9. Upon acceptance of the contract change, all parties shall implement the change, communicate the change to their relevant parties and the Authority shall update the Project Change Register.
10. **Configuration Management:** The following process shall be followed for project configuration management:
11. As the subject matter expert in configuration management, the Design and Integration Partner shall support the Authority in the production of a Configuration Management Plan, applicable to both project and technical configuration management, feeding in best practise and ways of working.
12. Both parties shall work together to identify and agree Configuration Management Items/Artefacts (including those provided by third parties), which shall be subject to configuration control. The Authority shall update the Configuration Management Item/Artefact Baseline Repository (which shall be held on the Authority's shared working environment) with the agreed Configuration Management Items/Artefacts.
13. The Authority and Design and Integration Partner shall store, maintain and manage all Configuration Management Items/Artefacts on the Authority's shared working environment. The Authority shall update and maintain the Configuration Management Item/Artefact Baseline Repository.
14. For Configuration Management Items/Artefacts subject to change control, the change control process at para 73a shall apply.
15. Any Items/Artefacts not subject to configuration control shall be managed and maintained on the owner's (Authority, Design and Integration Partner, or third-parties') own item/artefact (storage) systems.
16. **Baseline Reference Management:** The Design and Integration Partner shall manage baseline reference material including DSA system baseline(s) to facilitate the management of change, testing and validation of new builds, configuration items and software patches/updates.
17. The Design and Integration Partner shall develop a Baseline Reference Management Plan and set up a Baseline Reference Material Repository as detailed within the Plan, within 6 months of Contract Award, which shall hold baseline reference material for all releases and deployed configurations. It shall be a shared repository accessible by the Authority and its third-party suppliers.
18. A baseline reference set/centre shall be maintained by the Design and Integration Partner and held at their premises (unless otherwise agreed with the Authority).
19. The Design and Integration Partner shall develop and populate the Initial Baseline Reference Material and baseline the Configuration Model throughout the assessment phase.
20. The Design and Integration Partner shall maintain and control the configuration of the DSA System Architecture, DSA System Design and technical baselines on behalf of the Authority, ensuring on-going system openness. This shall be reported and reviewed at the Change Boards as detailed in the Change Control and Configuration Management Process listed above.
21. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

005 - MANAGE SYSTEM INTEGRATION

1. The Design and Integration Partner shall be responsible for all aspects of system integration, for the duration of the contract, including the approach to system integration, the implementation of system integration and achievement of the overall outcome of system integration.
2. **Integrated Test, Evaluation and Acceptance Plan (ITEAP).** The Design and Integration Partner shall review the DSA Integrated Test, Evaluation and Acceptance Plan [reference CC] provided by the Authority (at Contract Award) and support the Authority in conducting evaluation and acceptance activities as part of the design review process.
3. **Developmental DSA System.** The Design and Integration Partner shall procure small scale components and build a Developmental DSA system, to prove the maturity of the DSA System Design. This Developmental DSA system shall be provided at PDR and updated throughout the design process with a final Developmental DSA System presented at SDR.
4. **Integration:** The Design and Integration partner shall:
   1. Present the DSA System Design and Developmental DSA System at the appropriate Formal Design Reviews (see para 61 above).
   2. Provide or arrange their own access to a suitable configurable testing environment.
   3. Conduct integration evidence gathering activities.
   4. Conduct simulated proof of system design activities on the Developmental DSA system.
   5. Conduct testing of the Developmental DSA System in accordance with the DSA ITEAP:
5. Integration testing (plans, scripts, testing & reports).
6. Regression testing (plans, scripts, testing & reports).
7. System integration testing (plans, scripts, testing & reports).
8. Specialist testing e.g. security.
9. **DSA Design Conformance**: The Design and Integration Partner, with support from the Authority, shall be responsible for physical conformance testing. Conformance testing shall include all activities and documentation required to prove and accept the DSA System Design.
10. The Design and Integration Partner shall manage and publish a test schedule on the Authority's shared working environment and the Authority shall witness testing as required.
11. **System Verification**: The Design and Integration Partner shall support the Authority with the management of verification and validation activities and provide the required evidence[[22]](#footnote-23) (as required). The Design and Integration Partner shall produce an overarching System Integration Test Report, which shall be used on the Developmental DSA system (and for the Authority to use on its production system). This shall be an input to the SDR.
12. Where possible the Authority shall use progressive verification to give confidence that the DSA Developmental System is operationally stable, meets all the requirements and could be subsequently deployed.
13. The Authority reserves the right to conduct third party testing/assurance of the developmental DSA system.
14. The Design and Integration Partner shall support the Authority with any and all third-party testing/assurance activities.
15. **Integration Assurance:** The Design and Integration Partner shall carry out its own Integration Assurance process and shall support the Authority's assurance activities on the Developmental DSA System.
16. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

006 - SYSTEM DESIGN AUTHORITY (SDA), SYSTEM SAFETY & SYSTEM SECURITY

1. The Design and Integration Partner shall be responsible for SDA governance, including development and management of SDA processes/procedures, with the Authority retaining the overarching assurance role. Whilst the relationship shall be subject to a collaborative decision-making process, the Authority reserves the right to override or have the final say on decisions that affect the interests of the DSA project. This shall apply to all sections of this document.
2. **System Design Authority requirements and responsibilities:** The Design and Integration Partner shall be responsible for the providing technical oversight and establishing the appropriate governance frameworks for the DSA system. For clarity and completeness, the full list of SDA responsibilities has been included below:
3. Requirements and Specifications:
4. Analysis of customer requirements.
5. Specifying system and subsystem requirements.
6. Developing system and subsystem specifications.
7. Defining engineering work packages and sub-design specifications.
8. Architecture and Design - development and management:
9. DSA System Architecture definition.
10. DSA System Design definition.
11. Internal and external interface definition;
12. Technical Governance:
13. Develop/refine effective value adding, tailorable design governance framework.
14. Review and approve project tailoring of governance framework based on applicability.
15. Manage interface with other governing bodies (where applicable).
16. Support to audits by applicable organisations (where applicable).
17. Provide information to the Authority to allow technical decision making.
18. Support to technical governance of Authority suppliers (where applicable).
19. Support upkeep of the Technical Library and Design Repository, with reference to applicable architectural & integration standards transcribed in the programme context and reflected in programme level architectural artefacts.
20. Production of best practise technical artefact templates & examples.
21. Planning, development and control of technical configurations & baselines.
22. Management of change to technical baselines throughout the project lifecycle.
23. Test and Acceptance.
24. Technical Assurance:
25. Of engineering outputs, including engineering plans, test plans, detailed designs, interface specifications, qualification evidence and third-party supplier equipment.
26. Structure technically focussed evaluations (e.g. make/buy analysis) objectively around clear criteria linked to business goals, value and outcomes.
27. Presentation of results such that effective decisions can be made by the Authority stakeholders.
28. Technical Risk:
29. Support the Authority in identification and management of technical risks, mitigation strategies & alternative approaches with costings through a structured scenario and consequence-based approach.
30. Support the Authority in identification and management of Safety and Security risks/hazards, mitigation strategies & alternative approaches with costings through a structured scenario and consequence-based approach.
31. Develop technical roadmaps aligned to capability roadmaps to enable technical change to be planned and delivered at the most effective block points.
32. Technology planning & management to identify & develop promising low Technology Readiness Level technologies to support planned capability increments.
33. **System Safety and Environmental Management:** The Design and Integration Partner shall plan and implement safety and environmental management actions aimed to ensure the development of products, services or systems which are safe and environmentally sound. This shall be articulated in the Design and Integration Partner DSA Safety and Environmental Management Plan and supplied to the Authority at Contract Award.
34. The Design and Integration Partner shall provide a robust safety and environmental argument for the DSA system through hazard identification, hazard analysis, risk assessment and risk classification using the criteria detailed in the DSA System Part 1 - Safety and Environmental Case Report [reference DD] issued at Contract Award. The Design and Integration Partner shall produce the Part 2 (Design) Safety Case Report and supporting hazard log, analysis and evidence within 12 months of Contract Award and provide safety assurance ensuring compliance with MOD, Defence Digital & BATCIS Policy, at key project intervals providing the safety management status of the system design.
35. The Design and Integration Partner shall ensure compliance/alignment with the following Safety Standards/Regulations and DSA Documents:
36. Safety Standard DEFSTAN 00-056 - Safety Management Requirements for Defence Systems [reference EE] and DEFSTAN 00-051 - Environmental Management Requirements for Defence Systems - Requirements [reference FF].
37. Safety Standard DEFSTAN 00-055 - Requirements for Safety of Programmable Elements (PE) in Defence Systems [reference GG] (for System Functional Safety implemented via Software, Hardware and Firmware).
38. Safety and Environmental Regulation DSA02 [reference HH] (available at Contract Award).
39. Safety and Environmental Regulation DSA03 [reference II] (available at Contract Award).
40. DSA System Part 1 - Safety and Environmental Case Report (available at Contract Award).
41. DSA System Safety and Environmental Management Plan [reference JJ] (available at Contract Award).
42. The Design and Integration Partner shall manage and maintain their own Safety and Environmental Management System (SEMS), which may be subsumed into the Safety and Environmental Management Plan (S&EMP) and conduct safety management activities in line with these. These shall be provided by the Design and Integration Partner at Contract Award.
43. The Design and Integration Partner shall provide support to Authority requested safety meetings, including safety meetings with the Authority's third-party suppliers.
44. The Design and Integration Partner may be subjected to periodic Safety and Environmental Audits (no more than 1 per annum) and be expected to provide the evidence and artefacts to support any safety or environmental claims in addition to oversight of the management of their internal Safety and environmental management system. The Authority shall provide the Design and Integration Partner with notice, in writing, of any impending Safety and Environmental Audits.
45. **Security Management, Assurance, Risk Management and Accreditation:** At Contract Award, the Design and Integration Partner shall appoint a Security point of contact to act as the liaison between the Authority Security Manager and the Design and Integration Partner. Post Contract Award, and within 1 month of Contract Award, the Design and Integration Partner shall be required to produce the following artefact to support the Design and Integration Partner elements of Security Management:
    1. **Design and Integration Partner Security Management Plan (SMP):** The Design and Integration Partner SMP shall be a subordinate of the Authority's SMP [reference KK] (available at Contract Award) and shall cover how the Design and Integration Partner shall manage their responsibilities to Security Management, Security Assurance, Security Risk Management and Security Accreditation. A product description for the Supplier SMP will be provided at Contract Award [reference LL] to assist with the production of the SMP and guide content inclusion. The Design and Integration Partner SMP shall cover the entire breadth of their delivery. The following Artefacts shall be required to be produced by the Design and Integration Partner during their tenure. The frequency of delivery of these artefacts shall depend upon how the Design and Integration Partner design their delivery strategy however the Authority believe that the requirement shall be at least once, with updates made to a single artefact as the project develops. The Authority considers that living documents with robust version control are preferable to multiple documents:
46. Security Assurance Case Reports (Assurance Evidence).
47. Security Impact Assessments.
48. Security Cases.
49. Design and Integration Partner Meeting Requests and Minutes/Record of Actions and Decisions (ROADs).
50. DSA Security Operating Procedures (minimum of user and privileged user).
51. Design and Integration Partner Security Input to Test Plans.
52. The Design and Integration Partner shall be responsible for its own adherence to any regulations put in place as part of the Contract Award i.e. adherence to Industry Security Notices, Contract Security Aspects Letters, Defence Standards etc. To that end, the Authority considers the Design and Integration Partner responsible for the following, and the DSA Accreditor/DSA Security Manager shall not hold responsibility for the accreditation and management of Design and Integration Partner infrastructure or the sub-contracting elements of Supply Chain Security, however will require evidence to be provided as to the supplier’s adherence to Commercial and Supply Chain Security Standards:
53. Design and Integration Partner owned Infrastructure Accreditation Artefacts and Management.
54. Supply Chain Security and Assurance Compliance Artefacts.
55. The Design and Integration Partner shall be required to work collaboratively with the Authority on the production of Accreditation, Security Assurance and Risk Management artefacts that support the Accreditation and delivery of a secure and compliant DSA system. The full list of these Accreditation, Security Assurance and Risk Management artefacts [reference MM] shall be provided by the Authority at Contract Award; however the list contains collaborative requirements for the DSA Accreditation Evidence Statement, and the Design and Integration Partner input shall include factual information and Design Collateral to help build the Accreditation Case. The Authority shall remain responsible for the Accreditation with the Design and Integration Partner as a key stakeholder in designing a secure DSA and providing Assurance Evidence to the Authority. The Authority shall remain responsible for Accreditor/Cyber Defence and Risk team engagement however the Design and Integration Partner shall be required to attend Assurance meetings at the request of the Accreditation Authority on an ad-hoc basis. The Authority shall remain responsible for the delivery and production of the following artefacts:
56. Authority Security Management Plan.
57. DSA Accreditation Strategy [reference NN] (available at Contract Award).
58. Accreditation Evidence Statement [reference OO] (available at Contract Award).
59. Security Aspects Letters - Radio Provider [reference PP] (not yet developed).
60. Snapshot Technical Risk Assessment [reference QQ] (available at Contract Award).
61. In-House Threat Assessment [reference RR] (available at Contract Award).
62. Security Risk Register [reference SS] (available at Contract Award).
63. Risk Treatment Plan [reference TT] (available at Contract Award).
64. The Design and Integration Partner shall provide support to the Authority in the development of the following products and/or provide the Authority with the support to completion of the following activities:
65. DSA Technical Risk Assessment.
66. DSA/BATCIS Coordinating Design Organisation (CDO) Security Risk Register.
67. DSA Project Crypto Plan.
68. DSA Risk Management and Accreditation Document Sets (RMADS).
69. DSA Baseline Control Set.
70. DSA Accreditation Scoping Appraisal.
71. DSA Risk Treatment Plan.
72. National Cyber Security Centre Cloud Security Compliance Statement.
73. Information Security Management Plan.
74. DSA Security Working Group (SWG) ROADs.
75. DSA Anti-Virus (AV) Policy.
76. DSA Digital Forensics Policy.

m. DSA Protective Monitoring Policy.

n. DSA Incident Management Policy.

1. DSA Patching Policy.
2. Information Technology Health Checks (ITHC) Scoping Documents.
3. ITHC Remediation Plans.
4. ITHC Remediation Tracker.
5. Vulnerability Assessments.
6. DSA Security Impact Assessments.
7. DSA Business Continuity Plan.
8. DSA Data Management Plan.
9. DSA Authority to Test Management Plan.
10. DSA Risk Balanced Cases.
11. DSA Security Grading Guide.
12. Security Assurance Case Report.
13. SWG Minutes.
14. As a minimum, the Design and Integration Partner shall be required to attend and support the following meetings at the frequency stated:
15. SWG: Quarterly.
16. DSA Security Meeting: Bi-Monthly.
17. DSA Security Risk Reviews: Monthly.
18. The Design and Integration Partner shall comply with the guidance and direction in the following Security Frameworks/Standards/Policies as a minimum:
19. CDO External Governance Requirements [reference UU] (to be advised by the Authority as required).
20. MOD Internal Policy and Governance [reference VV] (available at Contract Award).
21. Her Majesty's Government (HMG) - Good Practice Guides [reference WW] (to be advised by the Authority as required).
22. HMG - Security Policy Framework [reference XX].
23. HMG - Information Assurance Standard (IAS) I&2 [reference YY].
24. British Standards European Norm (BS EN) International Organization for Standardization (ISO) 27001/2-2017 - Information technology — Security Techniques — Information Security Management Systems — Requirements [reference ZZ].
25. CDO Security Assurance Framework [reference AAA] (available at Contract Award).
26. Additional Security Assurance Evidence (as required).
27. **Public Key Infrastructure (PKI):** Within 6 months of Contract Award (for PDR), the Design and Integration Partner shall develop a DSA PKI System Design[[23]](#footnote-24). The Design and Integration Partner shall:
28. Collaborate with Authority and its third-party suppliers/stakeholders in context of the DSA SWG.
29. Develop DSA PKI System Design Specifications – including Operational Security Governance, Processes and Procedures and Key Management Plan in line with the Authority PKI approved system design.
30. Procure, install, set up & test DSA Standalone PKI on the developmental DSA system in line with the system designs and ITEAP – including:
31. Offline Certification Authority (CA) root.
32. Registration Authority (RA) i.e. subordinate CA.
33. X509 Certificate Database and Store.
34. Key Archival Server.
35. Key Management Trust Anchors (KMTA) and Ops Keys for radios and end user device.
36. Develop DSA PKI configuration data and test logs.
37. Work collaboratively with the Authority and its third-party suppliers to develop and understand Test ITEAP for KMTA & Operational Keys.
38. Support the Authority with User Acceptance activities (if required).
39. Through close collaboration with the Authority, the Design and Integration Partner shall ensure that the overall design for operational service management shall include operational DSA PKI Operations, including Key ordering service as well as the following:
40. Crypto Custodian.
41. Identity & Access Management (IDAM) services for DSA users and devices.
42. Key management services for certificates for Identity, Integrity, Confidentiality & non-repudiation.
43. PKI Audit & Monitoring services.
44. Event & Incident management services.
45. Certificate Revocation services.
46. Disaster Recovery (DR) services.
47. Secure Key Disposal services.
48. The Design and Integration Partner shall enable DSA PKI Operational Support Options for specific Tactical/Deployed missions, including but not limited to:
49. Deployed subordinate CA option.
50. Mission embedded DSA Crypto Custodian.
51. The Design and Integration Partner shall maintain the DSA PKI Audit Database, event logs & Service Level Agreement (SLA) evidence (if applicable) and feed back into the Authority Crypto Controller/PKI Crypto Management as and when required to.
52. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

007 - ADDITIONAL AD-HOC TASKING

1. The Design and Integration Partner shall carry out additional ad-hoc taskings as agreed between the Authority and the Design and Integration Partner, in accordance with the tasking procedure detailed in the contract.

008 - SUPPORT TO TRAINING, INTRODUCTION TO SERVICE & LOGISTICS SUPPORT

1. **Development and Support Tools:** The Design and Integration Partner shall be responsible for providing the tooling required to support the development of (and design for subsequent in-service support of) the DSA system. This shall be provided as an input to the PDR. The Design and Integration Partner shall provide documentation on use and appropriate Training Material on tooling. The tooling shall be able to:
2. Create, amend and support applications, programs and utilities to enable the Authority to build and iterate the DSA system.
3. Allow integration with other Authority software development tools.
4. Debug and analyse system for robustness, maintainability and security.
5. **Software Supportability:** The Design and Integration Partner shall be responsible for development of the Software Support Plan (which shall feed into the Authority's Integrated Logistics Support Plan [reference BBB] (available at Contract Award)). The Software Support Plan shall be provided within 12 months of Contract Award. The Design and Integration Partner shall be responsible for development of the following deliverables in support of this requirement:
6. Test Plans: Acceptance, System Integration, Regression.
7. System Integration Readiness Review Minutes.
8. Acceptance Test Readiness Review Minutes.
9. Acceptance Test Scripts.
10. Acceptance Test Reports.
11. Regression Test Report.
12. Regression Test Scripts.
13. System Integration Test Scripts.
14. System Integration Report.
15. Release Certificate.
16. **Licence Management:** The Design and Integration Partner shall provide a perpetual licence agreement with general deliverable user rights, without limitation to copy, modify, disclose and use by the Authority and its appointed subcontractors for any proprietary software developed during the contract.
17. **Support to Technical Publications:** To enable the Authority to meet its legal duty of care obligations, it is a requirement that the Design and Integration Partner shall deliver Technical Information to ensure the safe integration, operation, maintenance, repair, support and disposal of a Platform, System, or Equipment (PSE) throughout its life. The Design and Integration Partner shall provide support and information (as requested by the Authority) to the Authority to produce the required DSA Technical Publications [reference CCC] (not yet developed). The Design and Integration Partner shall review and comment on the Authority produced Technical Publications (as and when requested to do so by the Authority).
18. **Integrated Logistics Support:** The Design and Integration Partner shall develop an Integrated Support Plan that aligns with the Authority’s Integrated Logistics Support Plan which shall be available at Contract Award. Upon acceptance of the Integrated Support Plan by the Authority, the Design and Integration Partner shall deliver the activities and services within the scope of the Integrated Support Plan. The Integrated Support Plan shall be delivered within 12 months of Contract Award.
19. **DSA Training Systems Integration High-Level Design(s):** The Design and Integration Partner shall support the Authority with the integration of the DSA capability into existing and future training systems, where a DSA training requirement is identified. This shall include working collaboratively with any existing/future training system integrator in order to design, implement, integrate, test and roll-out suitable solutions for each training system.
20. **Support to the Authority/Authority’s third party supplier(s) Training Activity:** The Design and Integration Partner shall provide documentation/information (as requested by the Authority) to support the Authority/Authority’s third party suppliers in their training activities (which may include but shall not be limited to the undertaking of a Training Needs Analysis and/or the development of Training Design Documentation and/or the development of the Training Solution). The Design and Integration Partner shall review and comment on the Authority/Authority’s third-party supplier produced Training Documentation (as and when requested to do so by the Authority).
21. The above processes and ways of working shall be subject to amendment as the collaborative relationship between the Authority and the Design and Integration Partner develops, and improvements to the processes, procedures and way of working are identified, agreed and adapted by both parties during delivery of the contract.

CONTRACT OPTIONS

1. The Authority shall have the right to exercise the following contract option at its discretion:
2. **Option 1: 6-month continuation and handover of Design & Integration Partner Services.** The Design and Integration Partner shall continue to deliver the services detailed within this Statement of Requirement for a period of 6 months. The Design and Integration Partner shall conduct the necessary exit activities to transition the services to the BATCIS CDO and/or an incoming third-party supplier (to be advised by the Authority).

Annex A - Consolidated view of the Meetings, Deliverables and Supporting Activities associated with the Authority's Statement of Requirement

This Annex provides a consolidated view of the meetings, deliverables, supporting activities and the Authority's indicative timeframes associated with this Statement of Requirement document. The Design and Integration Partner shall work collaboratively with the Authority to produce realistic and achievable timelines for the deliverables, meetings and activities detailed within this Annex. This Annex shall be updated at Contract Award with the deliverable timeframes agreed between both parties.

**Meetings, Deliverables and Supporting Activities**

|  |  |  |  |
| --- | --- | --- | --- |
| Business Requirement | Description | Required By Date | Acceptance Criteria |
| 001 - Project & Programme Management | Onboarding: Provide personnel information (numbers, roles and experience, Security Clearance details) and sign any Non-Disclosure Agreements issued by the Authority. | At Contract Award | Agreement and acceptance by both parties. |
| Project kick-off meeting | Within 2 weeks of Contract Award | Attendance and contribution required. |
| Joint Relationship Management Plan (collaboratively developed) | Within 1 month of Contract Award | Agreement and acceptance by both parties. |
| Multilateral joint relationship meetings | As required | Attendance and contribution required |
| Weekly Project Meeting  Monthly Project Review  Quarterly Project Board | Weekly  Monthly  Quarterly | Attendance and contribution required. |
| Import and Export Management Log | As required | Acceptance by both parties. |
| 002 - Requirements, Architecture, Design & Engineering | Updated DSA System Architecture, including:   * Technical Drivers * Constraints, dependencies, assumptions   DSA System Design, including:   * System use cases - to support specification and requirement traceability * Subsystem Requirements Documents (SSRDs)/Technical Product Specifications for radio and components * Interface Control Documents * Supporting technical drawings/diagrams * System constraint information * Design decisions * Draft Bill of Materials, for both software and hardware system components. This Bill of Materials shall be further developed collaboratively between the Authority, Design and Integration Partner and the Authority's third-party suppliers (where applicable) * ROM costs   Radio Subsystem Requirements Document (SSRD)/Technical Product Specification | For PDR and updated for each Design Review thereafter  For PDR and updated for each Design Review thereafter  For RSDR | Agreement and acceptance by both parties.  All documentation to be updated in line with any changes. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Electromagnetic Integration Management:   * E3 equipment certification specifications. * Technical drawings and/or models. * E3 Test Plans. * Test Readiness Review Output Documents. * E3 Test Reports. | As agreed between both parties | Agreement and acceptance by both parties. |
| HFI Reports | As agreed between both parties | Agreement and acceptance by both parties. |
| Formal Design Reviews:   * System Requirements Review (SRR) - expected to be within 3 months of Contract Award. * Radio Subsystem Design Review (RSDR) - expected to be within 6 months of Contract Award. * Preliminary Design Review (PDR) - expected to be within 6 months of Contract Award. * Interim Design Reviews (IDR) - expected to be within 12 and 18 months of Contract Award. * System Design Review (SDR) - expected to be within 24 months of Contract Award.   Documentation for Design Reviews  Design Review Actions and Decisions  Continuous Assurance design reviews and meetings - as required. | 15 working days prior to Design Review  Within 5 working days of Design Review | Attendance and contribution required.  Agreement and acceptance by both parties.  Agreement and acceptance by both parties.  Agreement and acceptance by both parties. |
| Review and maintenance of the Technical Library. | Monthly | Agreement and acceptance by both parties. |
| Technology Horizon Management Roadmap  This shall be updated as a minimum on a 6-monthly frequency or upon identification of a new technology (whichever is sooner) | Within 6 Months of Contract Award | Agreement and acceptance by both parties. |
| Obsolescence Management Plan  This shall be updated as a minimum on a 6-monthly frequency or upon identification an obsolescence issue (whichever is sooner)  Obsolescence Management Roadmap  This shall be updated as a minimum on a 6-monthly frequency or upon identification an obsolescence issue (whichever is sooner) | Within 6 months of Contract Award  Within 6 months of Contract Award | Agreement and acceptance by both parties. |
| Engineering Management Plan | Within 2 months of Contract Award | Agreement and acceptance by both parties. |
| Attendance at Authority Working Groups, including but not limited to design, training, integrated logistics support, security, safety, requirements, capability integration working groups | As required by the Authority | Attendance and contribution required. |
| 003 - Support to Authority Competitions | Statements of Work  Activities associated with the radio competition process, including but not limited to:   * Attendance at competition preparation meetings, Authority funded training sessions, competition process meetings, workshops * Conduct Lab Testing * Attendance at radio down-select trials | As required by the Authority | Agreement and acceptance by both parties.  Attendance and contribution as required. |

|  |  |  |  |
| --- | --- | --- | --- |
| 004 - Manage Change Control & Configuration Management | Change Request Form  Impact Information  Change Control Board  Change Impact Information  Joint Implementation Plan | As appropriate. | Agreement and acceptance by both parties.  Attendance and contribution as required. |
| Baseline Reference Set/Centre  Baseline Reference Management Plan  Baseline Reference Material Repository  Baseline Configuration Model | Within 6 months of Contract Award | Agreement and acceptance by both parties. |
| 005 - Manage System Integration | Developmental DSA System  Final Developmental DSA System | PDR & updated for each Design Review  For SDR | Agreement and acceptance by both parties. |
| Conformance Testing  DSA Design Conformance Test Schedule | As required by the Authority | Attendance and contribution required. |
| System Integration Test Report | For SDR | Agreement and acceptance by both parties. |
| 006 - System Design Authority, System Safety & System Security | DSA Safety and Environmental Management Plan (S&EMP) | At Contract Award |  |
| Part 2 (Design) Safety Case Report and supporting hazard log, analysis and evidence | Within 12 months of Contract Award | Agreement and acceptance by both parties. |
| DSA Safety and Environmental Management System (SEMS) | At Contract Award | Agreement and acceptance by both parties. |
| Safety Meetings  Safety Audits | As agreed between both parties | Attendance and contribution required. |
| Appointed Security POC | At Contract Award | Agreement and acceptance by both parties. |
| Design and Integration Partner Security Management Plan (SMP) | Within 1 month of Contract Award | Agreement and acceptance by both parties. |
| Security Assurance Case Reports  Security Impact Assessments  Security Cases  Design and Integration Partner Meeting Requests and Minutes/ROADs  DSA Security Operating Procedures (minimum of user and privileged user)  Design and Integration Partner Security Input to Test Plans | As agreed between both parties | Agreement and acceptance by both parties. |
| Design and Integration Partner owned Infrastructure Accreditation Artefacts and Management.  Supply Chain Security and Assurance Compliance Artefacts. | As agreed between both parties | Agreement and acceptance by both parties. |
| Accreditation, Security Assurance and Risk Management artefacts  A list of the above shall be provided by the Authority at Contract Award | As agreed between both parties | Agreement and acceptance by both parties. |
| Security Assurance Meetings | As required by the Authority | Attendance and contribution required. |
| Security Working Group: Quarterly.  DSA Security Meeting: Bi-Monthly.  DSA Security Risk Reviews: Monthly. | Quarterly  Bi-Monthly  Monthly | Attendance and contribution required. |
| DSA Public Key Infrastructure System Design  DSA PKI System Design Specifications  DSA Standalone PKI (for Developmental DSA System)  DSA PKI configuration data and test logs  Support user acceptance activities  DSA PKI Audit Database, event logs & SLA evidence | For PDR & updated for each Design Review  As required by the Authority | Agreement and acceptance by both parties. |
| 007 - Additional Ad-Hoc Tasking | As per tasking form | As per tasking form | As per tasking form. |
| 008 - Support to Training, Introduction to Service & Logistics Support | Development & Support Tools  Documentation on use and appropriate Training Material | For PDR and updated for each Design Review thereafter | Agreement and acceptance by both parties. |
| Software Support Plan, which shall include:   * Test Plans: Acceptance, System Integration, Regression, P&C. * System Integration Readiness Review Minutes. * Acceptance Test Readiness Review Minutes. * Acceptance Test Scripts. * Acceptance Test Reports. * Regression Test Report. * Regression Test Scripts. * System Integration Test Scripts. * System Integration Report. * Release Certificate. | Within 12 months of Contract Award | Agreement and acceptance by both parties. |
| Perpetual Licence Agreement for Any Proprietary Software developed during the Contract | As required by the Authority | Agreement and acceptance by both parties. |
| Technical Information for Technical Publications | As required by the Authority | Agreement and acceptance by both parties. |
| Integrated Support Plan | Within 12 months of Contract Award | Agreement and acceptance by both parties. |
| Documentation/information (as requested by the Authority) to support the Authority/Authority’s third-party suppliers in their training activities. | As required by the Authority | Agreement and acceptance by both parties. |

**Design and Integration Partner Support to Authority Led Activities**

|  |  |
| --- | --- |
| Business Requirement | Description |
| 001 - Project & Programme Management | Support the Authority with its reporting and governance activities. |
| Support the Authority in developing and maintaining the DSA RAIDO register, contribute to active risk management of the project, and provide status updates at the project meetings. |
| Provide support to the development of the DSA Collaborative Master Schedule and provide progress updates into the DSA Collaborative Master Schedule. |
| Provide support to any quality audit conducted by the Authority and/or Defence Digital Quality Assurance representatives and identify and implement any corrective actions raised at the earliest opportunity. |
| Share knowledge and best practise and support the Authority with identification and implementation of process improvements. |
| Provide support to the Authority in its assurance, approvals and Assessment Phase activities, including but not limited to development of Reports, Business Cases, Review Notes, Assurance and Approvals documentation, COEIAs. |
| 002 - Requirements, Architecture, Design & Engineering | Support the Authority through the Requirements and Acceptance end-to-end process. Support the Authority in concluding the requirements definition activities. |
| Support the Authority with development of the Systems Requirement Document for baseline at the System Requirements Review. |
| Support the Authority with the creation of a shared Technical Library, support the Authority in the identification, sourcing and maintenance of the necessary standards, policy, principles and guidelines required for the delivery of the contract. |
| Support the Authority in the development of a design repository structure (within the Technical Library) to hold all design and system integration documentation and software. Support the Authority in the implementation and management of the design repository, including: (1) File storage and information exchange process for the Authority, the Design and Integration Partner, and third-party supplier artefacts and software. (2) Document configuration change and action management tooling, to include the following capabilities: (a) Perform fully traceable document reviews and approval cycles. (b) Create actions in association to documents. (c) Document configuration changes with folder-based security access. (d) Formal repository, records and inventory database. (e) Customisable document metadata in accordance with the needs of a project or mission. (f) Ability to automate the creation of document reference numbers according to specific project or Authority departmental rules. (g) Dynamic search and export capability. (h) Multiple Author response tracking. (i) Audits. (j) Report generation. (k) Inability to remove files or folders to ensure that historical documentation is retained. |
| 003 - Support to Authority Competitions | Support the Authority in its competition activity for the Radio Provider and down-select trials. Support to preparation for the competition, support to the evaluation process and support to the radio down-select trials. Support the Authority with the production of documentation and technical work packages associated with the radio procurement:  Input to Contract Notice, DPQQ and DPQQ evaluation strategy, support Authority responses to clarification questions, conduct DPQQ evaluation, attend moderation of DPQQ evaluation, support to Authority preparation of debrief letters. Support to development of Statement of Requirement, support to production of supporting documentation, support to production of Evaluation Strategy, support to production of Negotiation Strategy (as applicable), support to production of Contract Terms and Conditions, support Authority responses to clarification questions, conduct Tender Evaluations, attend moderation of Tender Evaluations, support down select radio demonstrations and trials, support the Authority with preparation for negotiations, support negotiations, conduct Best And Final Offer (BAFO) evaluations, attend moderation of BAFO evaluations, support to Authority preparation of debrief letters. |
| 004 - Manage Change Control & Configuration Management | Support the Authority in the production of a Configuration Management Plan, applicable to both project and technical configuration management, feeding in best practise and ways of working. |
| 005 - Manage System Integration | Support the Authority in conducting evaluation and acceptance activities as part of the design review process. |
| Support the Authority with the management of verification and validation activities and provide the required evidence (as required). |
| Support the Authority's assurance activities on the Developmental DSA System. |
| 006 - System Design Authority (SDA), System Safety & System Security | Work collaboratively with the Authority on the production of Accreditation, Security Assurance and Risk Management artefacts that support the Accreditation and delivery of a secure and compliant DSA system. Input factual information and Design Collateral to help build the Accreditation Case. Support the Authority (as a key stakeholder) in designing a secure DSA and providing Assurance Evidence to the Authority. |
| Provide support to the Authority in the development of the following products and/or provide the Authority with the support to completion of the following activities: (a) DSA Technical Risk Assessment. (b) DSA/BATCIS Coordinating Design Organisation Security Risk Register. (c) DSA Project Crypto Plan. (d) DSA Risk Management and Accreditation Document Sets. (e) DSA Baseline Control Set. (f) DSA Accreditation Scoping Appraisal. (g) DSA Risk Treatment Plan. (h) National Cyber Security Centre Cloud Security Compliance Statement. (i) Information Security Management Plan. (j) DSA Security Working Group ROADs. (k) DSA Anti-Virus Policy. (l) DSA Digital Forensics Policy. (m) DSA Protective Monitoring Policy. (n) DSA Incident Management Policy. (o) DSA Patching Policy. (p) Information Technology Health Checks Scoping Documents. (q) ITHC Remediation Plans. (r) ITHC Remediation Tracker. (s) Vulnerability Assessments. (t) DSA Security Impact Assessments. (u) DSA Business Continuity Plan. (v) DSA Data Management Plan. (w) DSA Authority to Test Management Plan. (x) DSA Risk Balanced Cases. (y) DSA Security Grading Guide. (z) Security Assurance Case Report. (aa) SWG Minutes. |
| 008 - Support to Training, Introduction to Service & Logistics Support | Provide support (as requested by the Authority) to the Authority to produce the required DSA Technical Publications. Review and comment on the Authority produced Technical Publications (as and when requested to do so by the Authority). |
| Support the Authority with the integration of the DSA capability into existing and future training systems, where a DSA training requirement is identified. Work collaboratively with any existing/future training system integrator in order to design, implement, integrate, test and roll-out suitable solutions for each training system. |
| Review and comment on the Authority/Authority’s third-party supplier produced Training Documentation (as and when requested to do so by the Authority). |

**Option 1 - Delivery of the services detailed within this Statement of Requirement for an additional 6-month period**

|  |  |  |  |
| --- | --- | --- | --- |
| Business Requirement | Description | Required By Date | Acceptance Criteria |
| All | Delivery of the services detailed within this Statement of Requirement for an additional 6-month period. Conduct exit activities to transition the service to the Authority's CDO or an incoming supplier. | 6 months from contract option being invoked | Agreement and acceptance by both parties. |

Annex B - Record of Government Furnished Assets issued to the Design and Integration Partner

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **GFE Item** | **Type of GFA** | **Qty** | **Terms of Loan** | **Date of Supply** | **Date of return** | **Reporting** | **Maintenance responsibility** | **Responsibility for delivery** | **Disposal/return arrangements** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

### 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 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:**

**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:**

1. **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]

1. **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** |
|  |  |  |
|  |  |  |

[**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] |

1. **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]

1. **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:

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

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  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 the following Personal Data:   * [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]   **The Supplier is Controller and the Relevant Authority is Processor**  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:   * [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]   **The Parties are Independent Controllers of 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, * [**Insert** 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]   [**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
| Nature and purposes of the Processing | [Be as specific as possible, but make sure that you cover all intended purposes.  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: employment processing, statutory obligation, recruitment assessment etc.] |
| Type of Personal Data | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.] |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | [Describe how long the data will be retained for, how it be returned or destroyed] |

## Framework Schedule 7 (Call-Off Award Procedure)

### Part 1: Order Procedure

### How a Call-Off Contract is awarded

* 1. If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.
  2. Where a Further Competition Procedure is undertaken and the potential Buyer:
     1. requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
     2. needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 2 below and enter into a Statement of Work in accordance with Paragraph 6 below.

### How a further competition works

#### What the Buyer has to do

* 1. The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:
     1. develop a Statement of Requirements setting out its requirements for the Deliverables over the Contract Period. This must include the evaluation method and criteria for assessing Suppliers against the Statement of Requirements, together with a timetable for the evaluation process. The timetable will consider the complexity of both the requirements and the evaluation method being used and will allow enough time for Suppliers to respond. The timetable will include:

1. the tender submission due date
2. the date range for any subsequent evaluation stages
3. any security clearance requirements
   * 1. define whether the requirement is for resource or for a managed service (for further information see Buyer’s Guidance). For a ‘resource’ requirement the Buyer shall issue the Supplier and all its Key Staff defined as Off-Payroll Workers with a Status Determination Statement that describes the IR35 status of each Supplier key role / position being engaged;
     2. amend or refine the Deliverables to reflect its requirements by using the Order Form and the Statement of Work only to the extent permitted by and in accordance with the requirements of the Regulations;
     3. produce a list of capable Suppliers that meet their requirements, which may be generated using information provided by Suppliers in their Framework Tender as disclosed in the Digital Marketplace;
     4. publish the Statement of Requirements and evaluation process to the list of capable Suppliers and invite Suppliers to submit tenders in accordance with the Further Competition Procedure for its Deliverables in accordance with the Regulations. The Suppliers’ tenders must include answers to a number of questions defined by the Buyer. The Buyer will indicate against each question whether a positive response is essential or desired. Essential questions must have a clearly defined pass/fail threshold;
     5. review the list of Suppliers who submitted a tender and said they could meet all essential criteria. The Buyer may create a shortlist by asking Suppliers who meet all the essential criteria and any qualitative questions relating to the Statement of Requirements;
     6. where the Buyer does shortlist Suppliers under 2.1.6 the Buyer shall undertake a further evaluation of all those shortlisted. This can include any of the evaluation methods published in the Statement of Requirements. A further evaluation stage may include, but is not limited to:
4. providing a work history or supporting statement
5. providing a written proposal
6. providing a case study or evidence of previous work
7. a presentation
8. a scenario or test
9. an interview
10. providing a reference
    * 1. Where 2 or more Suppliers have the same score, the Buyer will:
11. use the score from the criteria with the highest weighting, then the next highest weighting until the tie is broken, or
12. require the tied Suppliers to provide best and final offers.
    * 1. on the basis set out above, and after undertaking financial due diligence of the provisional successful Supplier, where the Buyer is satisfied with the level of due diligence undertaken it may award its Call-Off Contract to the successful Supplier in accordance with Paragraph 5. The Call-Off Contract shall:
13. state the Deliverables;
14. state the tender submitted by the successful Supplier;
15. state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
16. incorporate the terms of the Order Form and Contract (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.3. above) applicable to the Deliverables.
    * 1. provide unsuccessful Suppliers and those not shortlisted (if applicable) with written feedback in relation to the reasons why their tenders were unsuccessful, in line with the Regulations.

#### What the Supplier has to do

* 1. The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 2.1.3 above, provide the Buyer with:
     1. the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:

1. a written response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
2. a brief summary, in the written response (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
3. a proposal covering the Deliverables;
4. its specific proposals in response to the Buyer’s first Statements of Work included as part of the Further Competition Procedure;
5. CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
6. confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
   * 1. The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the charging structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
     2. The Supplier agrees that:
7. all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 2 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
8. all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
9. communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
10. enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.
    1. Suppliers may, during the Further Competition Procedure and prior to the clarification deadline set by the Buyer, ask clarification questions relating to the Buyer’s requirements. The Buyer will specify how clarification questions can be asked and responded to. Questions and responses will be anonymised and made available to all Suppliers.

### No requirement to award

* 1. Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2, the Supplier acknowledges and agrees that:
     1. the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.
     2. the Buyer shall, except for the execution of the first Statement of Work, be entitled at all times to decline to make an award of its Deliverables and nothing in this Contract shall oblige the Buyer to award any further Statements of Work.

### Who is responsible for the award

* 1. The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract (and each Statement of Work under it) and that CCS is not responsible or accountable for and shall have no liability whatsoever (including checking whether the engagement of workers meets the rules for working off-payroll (known as ‘outside IR35’)), except where it is the Buyer, in relation to:
     1. the conduct of Buyer in relation to this Contract; or
     2. the performance or non-performance of any Call-Off Contracts (including each Statement of Work under them) between the Supplier and Buyer entered into pursuant to this Contract.

### Awarding and creating a Call-Off Contract

* 1. Subject to Paragraphs 1 to 4 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 2.1.3 above) of the Order Form template set out in Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).
  2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 5 shall not constitute a Call-Off Contract under this Contract.
  3. On receipt of an order form as described in Paragraph 5.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
  4. On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call-Off Start Date stated in the Order Form.

### Creating a Statement of Work

* 1. Subject to Paragraph 5 above, a Buyer may execute a statement of work with the Supplier by sending (including electronically) a signed Statement of Work substantially in the form (as may be amended or refined by the Buyer (in accordance with Paragraph 2.1.3 above) of the Statement of Work Template set out in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).
  2. The Parties agree that any document or communication (including any document or communication in the apparent form of a Statement of Work) which is not as described in this Paragraph 6 shall not constitute a Statement of Work under this Contract.
  3. On receipt of a statement of work as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Statement of Work by promptly signing and returning (including by electronic means) a copy of the statement of work to the Buyer concerned.
  4. On receipt of the countersigned Statement of Work from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Statement of Work shall be formed with effect from the SOW Start Date stated in the Statement of Work.

### Non-Participation and Supplier Misconduct

* 1. Where a Supplier fails to:
     1. participate in any Further Competition Procedure for any 3 Month consecutive period; or
     2. fails to notify CCS of their reasons for not participating or withdrawing from participating in any Further Competition Procedure;

then CCS may suspend the Supplier’s ability to enter into any new Call-Off Contracts during the CCS stated period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed and may enter into new Statement of Works under it.

* 1. Where a Supplier:
     1. falsely responds to a Further Competition Procedure, for example, by responding “yes” to a “must have” question or requirement that it cannot fulfil; or
     2. tries to renegotiate the terms of the Call-Off Contract following award;

(hereafter “Misconduct”) then:

1. CCS may suspend (for any period) the Supplier’s ability to enter into any new Call-Off Contracts during this period, and a Buyer may exclude that Supplier from any Further Competition Procedures. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contacts that have already been signed and may enter into new Statements of Work under it.
2. CCS may terminate the Framework Contract it has with the Supplier, and a Buyer may terminate any Call-Off Contract it has with that Supplier.

### Part 2: Award Criteria

1. This Part 2 lays out award criteria for further competition (Annex A) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

### Annex A: Further Competition Award Criteria

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

#### Lot 1: Digital Outcomes, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 75 |
| Cultural fit | 5 to 20 |
| Price | 20 to 85 |
| TOTAL | 100% |

#### Lot 2: Digital Specialists, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 75 |
| Cultural fit | 5 to 20 |
| Price | 20 to 85 |
| TOTAL | 100% |

#### Lot 3: User Research Studios, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 15 to 75 |
| Price | 25 to 85 |
| TOTAL | 100% |

#### Lot 4: User Research Participants, Further Competition Procedure, Award Criteria

|  |  |
| --- | --- |
| **Criteria** | **Weighting range (%)** |
| Technical merit and functional fit | 10 to 70 |
| Availability | 10 to 70 |
| Price | 20 to 80 |
| TOTAL | 100% |

## Framework Schedule 8 (Self Audit Certificate)

[**Supplier** **guidance**: You must ensure that this this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract RM1043.7 Digital Outcomes and Specialists 5, entered into on **[Insert** Framework Start Date dd/mm/yyyy] between [**Insert** Supplier name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken [**Insert** Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 20 **[CCS to review** number] Orders and related invoices during our audit for the Contract Year ending **[Insert** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 15 **[CCS to review** number] Orders and related invoices:

* for the same or similar Deliverables
* for the UK public sector
* not supplied under the Framework Contract
* during our audit for the Contract Year ending **[Insert** dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

1. We attach an audit report which details:

* the methodology used of the review
* the sampling techniques applied
* details of any issues identified
* remedial action taken

Name:

Signed:

**[Head of Internal Audit/ Finance Director/ External Audit firm]**

Date:

Professional Qualification held by Signatory:

1. <https://www.aof.mod.uk> [↑](#footnote-ref-2)
2. <https://www.aof.mod.uk/aofcontent/tactical/software/content/sw_requirements.htm> [↑](#footnote-ref-3)
3. <https://www.aof.mod.uk/aofcontent/tactical/software/content/sw_support_requirements.htm> [↑](#footnote-ref-4)
4. <https://www.aof.mod.uk/aofcontent/tactical/software/content/sw_documentation.htm> [↑](#footnote-ref-5)
5. A light role infantry company has a minimum of 28 commanders, ranging from Lance-Corporal to Major, who are responsible for 120 to 150 soldiers. [↑](#footnote-ref-6)
6. Of the Concept, Assessment, Demonstration, Manufacture, In Service, Disposal (CADMID) cycle. [↑](#footnote-ref-7)
7. Being constrained or tied into a vendor/set of vendors' products or services due to proprietary issues or substantial switching costs associated with changing vendors. [↑](#footnote-ref-8)
8. This detail is being provided as information only to set the context. The Radio Provider and component provider are separate contracts to the Design and Integration Partner; and outside the scope of this Statement of Requirement. [↑](#footnote-ref-9)
9. Meaning on foot not in vehicles. [↑](#footnote-ref-10)
10. The proposed DSA capability shall store, display and transmit data and information up to Official Sensitive only. [↑](#footnote-ref-11)
11. Mounted close combat refers to the capability that utilises vehicles when ‘closing with and destroying the enemy’ and includes main battle tanks, armoured fighting vehicles and protected mobility vehicles. The requirement for mounted close combat is outside the scope of this Statement of Requirement document. [↑](#footnote-ref-12)
12. The Authority will be the ultimate decision maker at the design board. [↑](#footnote-ref-13)
13. There is a need for a small number of Design and Integration Partner personnel to access Secret UK Eyes Only (SUKEO) reference material. Security Check (SC) vetting shall be required for those personnel the Design and Integration Partner considers need access to Authority SUKEO reference material. As part of the onboarding process, the Design and Integration Partner shall provide details of a minimum of 2 x personnel with SC clearance to access SUKEO reference material. [↑](#footnote-ref-14)
14. Projects in Controlled Environments. [↑](#footnote-ref-15)
15. To be agreed between the Design and Integration Partner and the Authority upon Contract Award. [↑](#footnote-ref-16)
16. All requirements documents shall be managed by the Authority in the Authority’s Dynamic Object-Oriented Requirements System (DOORS) requirements management tool. [↑](#footnote-ref-17)
17. Based on the work already completed by the Authority. [↑](#footnote-ref-18)
18. The DSA System Architecture shall fully specify the design down to the component level. [↑](#footnote-ref-19)
19. Further details of the MOD Design Review process can be found on the KiD Portal. [↑](#footnote-ref-20)
20. The Design and Integration Partner shall ensure all personnel assigned to the project have a working knowledge and understanding of the necessary standards, policy, principles and guidelines published by the MOD. [↑](#footnote-ref-21)
21. A Commerce Decisions tool used by the Authority in competitive procurements; helps buyers to confidently and efficiently select the best supplier. [↑](#footnote-ref-22)
22. In a format to be agreed between both parties. [↑](#footnote-ref-23)
23. Assumed standalone (see DSA Background Technical Information document for design assumptions). [↑](#footnote-ref-24)