

#### RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1 Lots 2, 3 and 5 Order Form

### **Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3

Framework Agreement RM6100 dated **15/06/2021** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <a href="http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234">http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234</a>.

The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

- 1. This document headed "Order Form":
- 2. Attachment 1 Services Specification;
- 3. Attachment 2 Charges and Invoicing;
- 4. Attachment 3 Implementation Plan:
- 5. Attachment 4 Service Levels and Service Credits;
- 6. Attachment 5 Key Supplier Personnel and Key Sub-Contractors;
- 7. Attachment 6 Software:
- 8. Attachment 7 Financial Distress;
- 9. Attachment 8 Governance
- 10. Attachment 9 Schedule of Processing, Personal Data and Data Subjects;
- 11. Attachment 10 Transparency Reports; and
- 12. Annex 1 Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form:



- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

## **Section A General information**

Contract Details	
Contract Reference:	Click here to enter text.
Contract Title:	Protective Monitoring
Contract Description:	Outsourced protective monitoring (cyber security) services for the Electronic Monitoring programme Bridge service platform.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£1.4 maximum (£1.1m optimistic forecast plus £300k contingency to allow for any higher than expected growth in subject monitoring).
Estimated Year 1 Charges:	£494,413 in first 12 months (optimistic)
Commencement Date: this should be the date of the	04/3/2022

## **Buyer details**

**Buyer organisation name** 

SECRETARY OF STATE FOR JUSTICE

last signature on Section E of this Order Form

#### **Billing address**

Your organisation's billing address - please ensure you include a postcode 102 Petty France, London, SW1H 9AJ



#### Buyer representative name

The name of your point of contact for this Order

#### Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Mobile: Email:

#### **Buyer Project Reference**

Please provide the customer project reference number.

Protective Monitoring QinetiQ

#### Supplier details

#### Supplier name

The supplier organisation name, as it appears in the Framework Agreement QinetiQ Ltd.

#### Supplier address

Supplier's registered address

Cody Technology Park, Farnborough, Hampshire, GU14 0LX

#### Supplier representative name

The name of the Supplier point of contact for this Order

#### Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Mobile: Email:

#### Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

RM6100-PROMON



#### **Guarantor details**

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

#### **Guarantor Company Name**

The guarantor organisation name

Not Applicable

#### **Guarantor Company Number**

Guarantor's registered company number Not Applicable

#### **Guarantor Registered Address**

Guarantor's registered address

Not Applicable

#### Section B Part A – Framework Lot

#### Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2. 3 and/or 5. Where Lot 1 is

also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.			
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		
2.	TRANSITION & TRANSFORMATION		
3.	OPERATIONAL SERVICES		
	a: End User Services b: Operational Management		
	c: Technical Management		
	d: Application and Data Management		



5. SERVICE INTEGRATION AND MANAGEMENT

### Part B - The Services Requirement

#### **Commencement Date**

See above in Section A

#### **Contract Period**

Initial Term – 04 March 2022 to 03 February 2024 (23 months)
Extensions – One month extensions up to a maximum of 8 months (with 3 months' notice) Maximum possible term 31 months

#### **Initial Term** Months

04 March 2022 to 03 February 2024 (23 months)

#### **Extension Period (Optional) Months**

One month extensions up to a maximum of 8 months

(with 3 months' notice before the end of the Initial Term) in accordance with Change Control Procedure. Maximum term 31 months.

## Minimum Notice Period for exercise of Termination Without Cause

#### Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises: Not Applicable

#### **Supplier Premises:**



QinetiQ, Malvern Technology Centre, Malvern, Worcestershire, WR14 3PS, or on a remote staff basis managed by the Supplier, as required

#### **Third Party Premises:**

Not Applicable

#### **Buyer Assets**

Ownership of any Assets that are used during the contract period shall remain the property of the Party supplying that Asset. Where applicable, licences to use Assets shall be restricted to the sole purpose of delivering and consuming the service.

#### **Additional Standards**

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

ISO 27001:2013 certification for the Service provision.

Review the Buyer's provided SAL and any non-compliance will be declared to Authority. Parties will agree appropriate amendments.

#### **Buyer Security Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Not applicable.

In accordance with ISO27001 standard

#### **Buyer ICT Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Not applicable.

In accordance with ISO27001 standard.

#### Insurance

As set out in the RM6100 Framework Agreement

#### **Buyer Responsibilities**

See Attachment 1 – Services Specification

#### Goods

Guidance Note: list any Goods and their prices.

Not Applicable



### Governance - Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	
Part B – Long Form Governance Schedule	

The Part selected above shall apply this Contract.

## Change Control Procedure - Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	$\boxtimes$
Part B – Long Form Change Control Schedule	

### **Section C**

## Part A - Additional and Alternative Buyer Terms



#### Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

#### Part A - Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	
S2: Testing Procedures	
S3: Security Requirements (either Part A or Part B)	Part A □ or Part B □
S4: Staff Transfer	
S5: Benchmarking	
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	
S8: Guarantee	
S9: MOD Terms	

#### Part B - Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	
Joint Controller Clauses	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



## Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

#### **Additional Schedule S3 (Security Requirements)**

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below. Not Applicable

#### Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

#### **Additional Clause C1 (Relevant Convictions)**

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

#### Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

Not Applicable

Section D Supplier Response



#### **Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – use specific references to sections rather than copying the relevant information here.

#### All information relating to the Suppliers:

- Charges, rates or firm prices;
- · names and contact details of individuals;
- methods and/or techniques;
- · systems/infrastructure or specific content, parsers or rules; and
- · its standard service level agreement

are considered commercially sensitive information and should be kept confidential.

Additionally, given the nature of the Services performed by the Supplier, it recommends that any Deliverables, unredacted Order Forms and supporting information (e.g. the Supplier's proposal dated 24/03/2022) are also kept confidential and not published in any form to protect the Parties.

### **Section E Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

#### **SIGNATURES**

For and on behalf of the Supplier

or and on some outpens				
Name				
Job role/title				
Signature				
Date				



For and on behalf of the Buyer

Name			
Job role/title			
Signature			
Date			

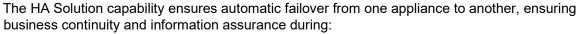


## **Attachment 1 – Services Specification**

#### 1. Technology and Solution

The Supplier shall use its existing high-availability Security Information and Event Management (SIEM) solution to provide a security operations centre service to the Buyer. The solution shall be hosted as an on-premises platform in the Supplier's Malvern data centres.

The Supplier shall provide failover and data replication capabilities.



- System failures;
- · Environmental disruptions (including but not limited to power outage, fire); and
- Planned outages for system maintenance and upgrades.

The software outlined facilitates the data replication between appliances to allow the failover of services from one to another.

The high-level functional components within the Supplier's protective monitoring service are depicted in Figure 1 - High-Level Overview.

Figure 1 - High-Level Overview 2. Service Overview

The Supplier shall provide a cyber security monitoring service to the Buyer in accordance with the Service Specification.

#### 2.1. Monitoring Scope

The initial environments of the Buyer in scope for monitoring are detailed in the table below:

Any change in scope would be subject to Change Control Procedure.

Further details on the inventory of log sources may be found in Appendix A of the Service Specification.



It is understood by both Parties that, in addition to supporting data source processing, the Supplier will continually perform retrospective assessment of the data collected to highlight discrepancies and ensure that appropriate metadata fields are populated in order to trigger detection rules. The Parties will work together to determine where changes may be needed within logging parameters in order to facilitate required changes.

#### 2.2. Service Description

- 1. The high-level description of the service to be provided by the Supplier is as follows:
  - a. The provision and management of the SIEM platform;
  - b. Tuning and ongoing content development of SIEM platform in line with Good Industry Practice. The Supplier shall deploy a carefully selected best-of-breed selection of security use cases across its clients that are corroborated and categorised
  - c. Alert triage and investigation; and
  - d. Incident reporting and escalation.
- 2. The Supplier's cyber security operations centre ("CSOC") shall have a mature, proven capability and management structure with documented operational and managerial procedures. The Supplier's CSOC service shall hold ISO 27001:2013 certification.
- 3. Cyber Threat Intelligence ("CTI")



- 4. Monthly reporting shall be delivered in service review meetings held face-to-face or via video conference and includes discussions over the following service elements:
  - a. High-level incident, change, request and problem statistical summaries.
  - b. Service Level performance.
- 5. Supplier Service Support Team
  - a. The Supplier reserves the right to restructure its support organisation at any point without consultation to best serve the needs of our customer community.
  - b. The Supplier's support organisation currently comprises the following teams.
    - i. Analyst Team The Supplier's analyst team is

#### 2.3. Cyber Security Monitoring Platform

- 1. The Supplier shall provide SIEM tools to deliver the services (the "Cyber Security Monitoring Platform").
- 2. The Cyber Security Monitoring Platform shall be administered by cyber security analysts who monitor the Buyer's environment, reporting incidents at all times.



- 3. The ITIL process management (with the exception of incident management) and customer relationship management shall operate within Office Hours, excluding nationally recognised public holidays.
- 4. The Cyber Security Monitoring Platform shall be a high-availability SIEM service as described in section 1 of the Service Specification (Technology and Solution).
- 5. The Supplier will monitor the Cyber Security Monitoring Platform for security alerts.
- 6. The Supplier shall triage security alerts that are triggered and will carry out proactive investigation. Upon identification of a security incident, the Supplier shall record and classify the security incident within the Information Technology Service Management ("ITSM") ticketing platform.
- 7. The Supplier shall conduct 'hunts' on the Cyber Security Monitoring Platform that will look for evidence of suspicious activity that has not generated an alarm. The Supplier shall run a cycle of hunts each month that will drive both the creation of future content development and provide an in-depth review of log data to look for anomalies.
- 8. Data stored within the Cyber Security Monitoring Platform shall be suitable for the purpose of maintaining log integrity. Any request to provide log data shall be handled in accordance with Good Industry Practice.
- 9. The Supplier shall notify the Buyer of all suspected incidents in accordance with the Service Levels.
- 10. The Supplier shall notify the Buyer of an escalated incident to designated recipients captured and agreed during the on-boarding process in accordance with the Service Levels.

#### 2.4. Cyber Security Monitoring Platform – Set-up and Maintenance

- 1. 2. 3. 4. a. b. c. d.
  - e. The Supplier shall provide continuous content development of the Cyber Security Monitoring Platform which includes:
    - i. Ongoing development of detection rules and use cases.
    - ii. Ongoing development of parsers and optimisation of log source parsing.
- 5. The Supplier shall provide health and availability monitoring of the core SIEM which includes:
- 2.5. Deliverables

6.

The Supplier shall provide the following deliverables:

- a. An updated ESM will be issued during on-boarding or off-boarding of devices to mutually exchange list of log sources currently being monitored.
- b. Implementation plans for on-boarding of new devices and
- c. Monthly service reports, which:



d. Incident reports and escalations, for which suspected incidents will be escalated by the Supplier to the Buyer upon detection as defined in the Service Levels.

3. Assumptions, Dependencies and Exclusions The following assumptions, dependencies and exclusions will apply with regard to the Services to be provided by the Supplier.

ID.	Assumption	Impact
A2	MPS estimate is provided in section 3.1 Monitoring Scope and is expected to vary.	Changes to MPS will impact monthly operational charges.

**Table 3-1: Assumptions** 

ID.	Dependencies	Impact
D1	The Buyer will issue a Data Protection Impact Assessment as soon as reasonably practical but no later than 8 weeks after commencement of the contract in order for the Supplier to agree a Data Processing Schedule.	Delay in commencement of services.



)2	pe rec	rsonnel and Buyer Suppliers to the extent such access is reasonably quired for the Supplier to perform its obligations under this Contract,	Delivery of services.
	a.	such access is provided during the Buyer's normal working hours on working days unless otherwise necessary and agreed by the Buyer (such agreement to be promptly provided without delay); and	
		Contract applicable to the access to the Buyer's personnel.	
	Su	bject to these requirements, the Buyer shall:	
	C.	provide the Supplier representative with a list of designated end user personnel roles and responsibilities with whom the Supplier could reasonably be expected to interact in order to perform the Services;	
	d.	provide written confirmation identifying a designated representative who will liaise and engage with the Supplier for the duration of the Services;	
	e.	ensure that the Buyer personnel (such as architecture design and planning, security engineers, policy owners, network engineering, and network operations personnel) are available to provide information	
	f.	and to participate in review sessions, workshops, and other information gathering activities; participate in scheduled Performance Review Meetings or conference calls in accordance with this Contract:	
	g.	· · · · · · · · · · · · · · · · · · ·	
	2	pereceptor a.  b. Suc. d.	personnel and Buyer Suppliers to the extent such access is reasonably required for the Supplier to perform its obligations under this Contract, provided that:  a. such access is provided during the Buyer's normal working hours on working days unless otherwise necessary and agreed by the Buyer (such agreement to be promptly provided without delay); and  b. the Supplier, at all times, complies with all requirements of this Contract applicable to the access to the Buyer's personnel.  Subject to these requirements, the Buyer shall:  c. provide the Supplier representative with a list of designated end user personnel roles and responsibilities with whom the Supplier could reasonably be expected to interact in order to perform the Services;  d. provide written confirmation identifying a designated representative who will liaise and engage with the Supplier for the duration of the Services;  e. ensure that the Buyer personnel (such as architecture design and planning, security engineers, policy owners, network engineering, and network operations personnel) are available to provide information and to participate in review sessions, workshops, and other information gathering activities;  f. participate in scheduled Performance Review Meetings or conference calls in accordance with this Contract;  g. ensure the relevant programme governance is in place to ensure timely decisions are made; provide access to relevant the Buyer personnel to ensure the Buyer log sources are, and continue to be,



the Buyer shall provide such documentation, data and/or other information as requested by the Supplier to the extent reasonably required for the Supplier to perform its obligations under this Contract.  Subject to these requirements, the Buyer shall:  a. provide all necessary access to relevant business and technical resources, background information, and applicable data sources, with support from relevant the Buyer personnel;	Delivery of services.
<ul> <li>b. ensure that any the Supplier request for information or documenta tion needed to perform the Services is responded to within three (3)</li> <li>Working Days of request or such other period as the Parties jointly and expressly agree in writing;</li> </ul>	
<ul> <li>c. provide such other permissible data, documentation and/or other information to the extent reasonably required for the Supplier to deliver the Services including but not limited to:</li> </ul>	
<ul> <li>(i) information relating to assets, network, design, business criti- cality and any other information as reasonably necessary for the event source matrix to be populated;</li> </ul>	
(ii) functional and/or technical documentation; (iii) topology maps, configuration information, existing and	
(iv) risk and threat information relating to the Buyer Environment as the Buyer sees it.	
the Buyer shall provide the Supplier with access to its own premises, systems and equipment to the extent such access is reasonably required for the Supplier to perform its obligations under this Contract, and provided that:	Delivery of services.
<ul> <li>such access shall be provided during the Buyer's normal working hours on Working Days unless otherwise necessary and agreed by the Buyer (such agreement to be promptly provided without delay); and</li> </ul>	
<ul> <li>b. the Supplier, at all times, complies with all requirements of this Contract applicable to the access and use of such premises, systems and equipment. Subject to these requirements the Buyer shall: <ol> <li>(i) provide physical and logical access to the Buyer environment including private networks for security analysis purposes; and provide desks and any necessary IT equipment and connections to the Supplier Personnel if required to support joint working and knowledge transfer.</li> </ol> </li> </ul>	
	as requested by the Supplier to the extent reasonably required for the Supplier to perform its obligations under this Contract.  Subject to these requirements, the Buyer shall:  a. provide all necessary access to relevant business and technical resources, background information, and applicable data sources, with support from relevant the Buyer personnel;  b. ensure that any the Supplier request for information or documenta tion needed to perform the Services is responded to within three (3) Working Days of request or such other period as the Parties jointly and expressly agree in writing;  c. provide such other permissible data, documentation and/or other information to the extent reasonably required for the Supplier to deliver the Services including but not limited to:  (i) information relating to assets, network, design, business criticality and any other information as reasonably necessary for the event source matrix to be populated;  (ii) functional and/or technical documentation;  (iii) topology maps, configuration information, existing and proposed network infrastructure;  (iv) risk and threat information relating to the Buyer Environment as the Buyer sees it.  the Buyer shall provide the Supplier with access to its own premises, systems and equipment to the extent such access is reasonably required for the Supplier to perform its obligations under this Contract, and provided that:  a. such access shall be provided during the Buyer's normal working hours on Working Days unless otherwise necessary and agreed by the Buyer (such agreement to be promptly provided without delay); and b. the Supplier, at all times, complies with all requirements of this Contract applicable to the access and use of such premises, systems and equipment. Subject to these requirements the Buyer shall:  (i) provide physical and logical access to the Buyer environment including private networks for security analysis purposes; and provide desks and any necessary IT equipment and connections to the Supplier Personnel if required to sup

Table 3-2: Dependencies

ID.	Exclusions	Impact
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OCI V		
		·
E2	the Supplier has excluded provision to engage with any third party supplier to transition the service.	All additional costs to be borne by the the Buyer.
E4	Clause 36.2.2 (a) of the Call Off Terms shall not apply in the event of termination without cause.	N/A
E5	Due to the nature of the Services allowing for Offboarding and Onboarding of event sources, Clause 35.3 (Partial Termination, Suspension and Partial Suspension) shall not apply.	N/A
E7	As per the Call Off Terms, Supplier Background IPRs belonging to either party shall remain unaffected. The parties shall licence its BGIP to each other for the purpose of delivering and consuming the services. Such licence shall terminate upon completion of contract.	Additional use subject to fair and reasonable commercial terms

Table 3-3: Exclusions

#### SERVICES SPECIFICATION APPENDIX A - LOG SOURCE DETAIL

List of logs sources is below:

**Attachment 2 – Charges and Invoicing** 

Part A – Milestone Payments and Delay Payments





## Part B - Service Charges

#### 1. Charges

#### 1.1. Introduction

All Charges are based upon the assumptions dependencies and exclusions set out in Attachment 1 – Services Specification section 4 (Assumptions, Dependencies and Exclusions). Charges are set out below:

#### 1.2. Charge Summary

- 1. Charges are for duration of contract
- 2.
- 3.
- 4. Charges exclude VAT.

#### 3. Core Elements

Charges are for the following elements of service:



## Part D – Risk Register

Risks will be updated based on the priorities identified and agreed between the Parties during the delivery of the Service.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10 w	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Postmitigation impact (£)	Owner



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## **Part E – Early Termination Fee(s)**

With regard to Clause 35.1.9 and subject always to Clause 36.2 of the Call Off Terms, the Buyer shall have the right to terminate without cause at any time by issuing a Termination Notice to QinetiQ of



## Part F – Limitation of Liability

In accordance with Clause 19.4.4 of the Call Off Terms the Supplier's liability shall be as calculated at 19.4.4 (i), (j) & (k) except in the event of



## Attachment 3 – Outline Implementation Plan



## **Attachment 4 – Service Levels and Service Credits**



## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

## Part A - Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
Not applicable		

## Part B - Key Sub-Contractors

Key Subcontractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
Not applicable				



#### Attachment 6 - Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

## Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)	Term/ Expiry



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## Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
Not applicable							

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## **Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

## PART A - CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) (insert credit rating issued for the entity at the Commencement Date)	Credit Rating Threshold  (insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)
Qinetiq	Dunn and Bradstreet Score Check A	Dunn and Bradstreet Score Check A

#### **PART B - RATING AGENCIES**

• Dunn and Bradstreet

#### PART A - SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Service Review Meeting					
Buyer Members for the Operational Board	TBC				
Supplier Members for the Operational Board	TBC				
Frequency of the Operational Board	TBC				
Location of the Operational Board	TBC				

Change Management Board					
Buyer Members of Change Management Board (include details of chairperson)	TBC				
Supplier Members of Change Management Board	ТВС				
Start Date for Change Management Board meetings	ТВС				

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## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
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Identity of Controller for each The Authority is Controller and the Supplier is Processor Category of Personal Data The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: The Supplier is Controller and the Authority is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data: The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: For the purpose of Clause 1.2 of the joint controller clauses the be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). 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:

	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 Buyer 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 Buyer]
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	

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

Data will be retained for 6 years and then deleted in line with the Buyers policy.

## **Attachment 10 – Transparency Reports**

Title	Content	Format	Frequency
Not applicable			

# RM6100-Order-Form-QinetiQ\_v1\_Final\_310322 (002) AMENDED FINAL 29.04.22

Final Audit Report 2022-05-05

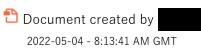
Created: 2022-05-04

By:

Status: Signed

Transaction ID: CBJCHBCAABAAarOa9cC4mtMwkRcwWGg6VI2nt3xvCGA4

"RM6100-Order-Form-QinetiQ\_v1\_Final\_310322 (002) AMENDE D FINAL 29.04.22" History









Signature Date: 2022-05-05 - 11:25:35 AM GMT - Time Source: server

Document emailed to for signature 2022-05-05 - 11:25:37 AM GMT

Email viewed by 2022-05-05 - 12:25:37 PM GMT

Document e-signed by Signature Date: 2022-05-05 - 12:46:10 PM GMT - Time Source: server

Agreement completed. 2022-05-05 - 12:46:10 PM GMT

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