

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	To be confirmed
THE BUYER:	The Minister for the Cabinet Office
BUYER ADDRESS	70 Whitehall, London, SW1A 2AS.
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street, London, EC3M 3BD
REGISTRATION NUMBER:	04757301

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

24th June

2023

It's issued under the Framework Contract with the reference number RM6187 for the provision of Strategic Co-sourcing for surge capacity in Cyber for the Chief Digital Information Office.

CALL-OFF LOT(S): Lot 3

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 18 (Background Checks)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)
6. 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.

Supplier terms are not 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:

- Any Supplier/third party IPR, should it be used in conjunction with the Services, then the Supplier will:
- retain all rights in the Supplier/third party pre-existing IPR (including any modifications to it); and
- licensing to the Buyer will be limited to a Licence of background IPR to the extent needed to use in relation to deliverables where the IPR is embedded, or as needed to receive our Service.

Notwithstanding the above, all other IP created during the course of this Call-Off Contract will be the property of the Buyer.

Work contracted under this agreement is determined to be 'inside IR35'. The off payroll working rules apply as per the intermediaries legislation, should the worker be operating via an intermediary (such as a Limited company in which they hold an

interest - see ESM10003 or ESM10003A for detailed information on this aspect). Workers fully employed by the Supplier, with payment deducting National Insurance Contributions, and all relevant income taxes, will not require an IR35 determination. The supplier must confirm the ability to engage in a manner compliant with the intermediaries legislation, including ensuring appropriate payrolling of payments to the worker(s), should they wish to supply contracted workers. Suppliers must also agree to notify CO of any contracted workers, to enable CO to supply these workers with the relevant Status Determination Statement (SDS).

Call-off start date: 24th June 2023

Call-off expiry date: 31st October 2023

Call-off initial period: 4 months and 7 days

The Buyer may Extend the Call-Off Contract for up to 4 months in total.

Call-off deliverables:

PURPOSE

- a. The purpose of this section is to provide a statement of requirements for an NCSC-assured Cyber Security Consultancy provider to support the Cabinet Office's Cyber Security function for the provision of Strategic Co-sourcing for surge capacity in Cyber, to be issued under the Framework Contract with the reference number RM6187 Lot number 3, Complex and Transformation for the provision of Strategic Co-sourcing for surge capacity in Cyber.
- b. This work must start on 24th June 2023.

BACKGROUND TO THE CONTRACTING AUTHORITY

- c. The Cabinet Office supports the Prime Minister and ensures the effective running of government. The Cabinet Office is also the corporate headquarters for government, in partnership with HM Treasury, and takes the lead in certain critical policy areas. The Cabinet Office has responsibility for:
 - Supporting collective government, helping to ensure the effective development, coordination and implementation of policy
 - Supporting the National Security Council and the Joint Intelligence Organisation, coordinating the government's response to crises and managing the UK's cyber security
 - Promoting efficiency and reform across government through innovation, better procurement and project management, and by transforming the delivery of services
 - Promoting the release of government data, and making the way government works more transparent

- Creating an exceptional Civil Service, improving its capability and effectiveness
 - Political and constitutional reform
- d. The Cabinet Office's Digital directorate is the department's IT and digital shared services function.
- e. Cabinet Office Cyber Security sits within the Digital directorate. It is the internally-facing cyber security team for the Cabinet Office, with a mission to secure the Cabinet Office against cyber threats. It delivers on this mission through four core tasks:
- Defining the cyber security policies and standards that Cabinet Office services, teams and staff must meet
 - Delivering the cyber security capabilities to services, teams and staff to help and support them to meet those policies and standards
 - Assessment and reporting on compliance against cyber security policies and standards
 - Enabling an effective and efficient cyber security function

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- f. High calibre individuals to deliver work according to this statement of Requirements who will work at the direction of the Buyer to support them with maturing their cyber defence capabilities, by providing security architecture and security engineering services
- g. The Supplier shall ensure that all staff supporting the Buyer throughout the duration of this Call-Off Contract hold UK National Security Vetting to "Security Check" (SC) level. The Buyer must check and confirm such PRIOR to any of the Supplier's staff working on this Call-Off Contract.

DEFINITIONS

Expression or Acronym	Definition
OGDs	means Other Government Departments
COO	means Chief Operating Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department's Corporate Services Group
CDIO	means Chief Digital and Information Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department's Digital Directorate

Expression or Acronym	Definition
CISO	means Chief Information Security Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department's Cyber Security function
CTO	means Chief Technology Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department's Technology team

SCOPE OF REQUIREMENT

- h. For the purposes of this requirement, all IT and digital services owned by the Cabinet Office (and its arms-length bodies) and operating at OFFICIAL are in-scope.
- i. For the avoidance of doubt, the "Cabinet Office" includes (but is not limited to): Government Functions & Services, Corporate Services, Union and Constitution Group, the Cabinet Secretary Group, Inquiries, the Economic and Domestic Secretariat, Number 10, the Prime Minister's Delivery Unit & Data Science, the Foreign Policy and National Security Secretariat, the Joint Intelligence Organisation, and the Government in Parliament Group.
- j. IT and digital services not owned by the Cabinet Office (i.e. owned by other government departments or commercial partners) are not in scope. IT and digital services processing SECRET or above are not in scope.

THE REQUIREMENT

- k. The individuals will be allocated a Buyer Line Manager who allocates workload and will have weekly 'one to ones' in order to assess performance and allocate work load/objectives accordingly.
- l. There will be a weekly contract management meeting with the Supplier, and from the Buyer the CO Contract Manager, CDIO Head of Cyber Security and the CDIO DD Cyber (or as otherwise agreed by the Buyer) for the first 4 weeks of the Call-Off Contract, which will reduce to a frequency to be jointly agreed.
- m. This will discuss work delivered to date and any future work planned by the supplier, any risks or issues, and any other business as agreed. Appropriate Management Information and reporting to be submitted by the supplier to the buyer no less than 24 hours prior to these meetings.
- n. In any event, the Supplier shall provide a monthly report, not longer than five working days following the end of each calendar month to the Buyer's Authorised Representative outlining the total spend to date under the Call-Off Contract.

KEY MILESTONES AND DELIVERABLES

o. Progress meeting and report frequency deliverable:

There will be a report provided in respect to the contract management meeting. The frequency of which will be agreed by the Parties via the meeting.

p. The following outputs are specifically required

Task	Start Date	End Date
Delivery of Cyber Security services to existing customers (UKSV.....)	26/06/23	31/10/23
Resolution of critical known issues with cyber security services (for example, REDACTED)	26/06/23	31/10/23
Delivery to meet demand of cyber security services to key Cabinet Office services; such as the CO OFFICIAL IT platform (which is only partially covered).	26/06/23	31/10/23
Delivery of security artefacts, and the development of REDACTED	26/06/23	31/10/23
Simplification of the technology stack underpinning the Cyber Security team's service delivery to enable future cost savings.	26/06/23	31/10/23
Provision of support for Cabinet Office Digital Technical Design Authority and Programme Prioritisation Group	26/06/23	31/10/23
Design of an REDACTED	26/06/23	31/08/23

QUALITY

- q. The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>.
- r. The quality standards required for this Call-Off Contract are ISO/IEC 27001, see Security Standards, and the Supplier shall maintain appropriate internal systems and processes to ensure the quality of service delivered under this agreement.
- s. All Deliverables produced by the Supplier under the requirement will go through two cycles of review by the Buyer. The final deliverables will be formally signed-off by the Buyer's designated representative.

STAFF AND CUSTOMER SERVICE

- t. The Supplier shall provide a sufficient level of resource throughout the duration of the Call-Off Contract in order to consistently deliver a quality service.
- u. The Supplier's staff assigned to the Call-Off Contract shall have the relevant qualifications and experience to deliver the Call-Off Contract to the required standard.
- v. The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Call-Off Contract.

SERVICE LEVELS AND PERFORMANCE

- w. The Buyer will measure the quality of the Supplier's delivery through ongoing review of activities and outputs against quality standards and the agreed plan, and through adherence to the agreed KPIs.
- x. In the event of early termination of the Call-Off Contract due to conditions as per 10.4 of the core terms the Supplier must return to the Buyer any Buyer equipment and or materials used or produced during the services.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

- y. The Supplier shall maintain compliance with ISO 27001:2013 and ISO 27018:2014, or Cyber Essentials Plus, or equivalent, and shall also ensure that any third parties used by it in the course of the service provision and deemed critical to the service, shall adopt a systematic approach to managing information so that it remains secure.
- z. Any OFFICIAL-SENSITIVE information shall be shared on a need to know basis and made accessible to named team members with the appropriate UK National Security Vetting only.

CONTRACT MANAGEMENT

- ab. The Supplier will facilitate monthly (or as otherwise agreed) contract review meetings with the Cabinet Office.
- ac. Attendance at contract review meetings shall be at the Supplier's own expense.

LOCATION

- ad. The Services will be delivered to the Cabinet Office, 10 South Colonnade, London, E14 4PH

ae. The Supplier is not required to be at the above location, however, will be expected to attend in-person meetings and workshops at this location, and other London-based locations, as required by the Buyer.

Security

Short form security requirements apply. In addition, the Supplier shall comply with the Buyer's Security Policy.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£264,000.00

Call-off charges

The Call-Off charges (excluding only any payment in respect of VAT) that the Buyer agrees to pay in respect of this Call-Off Contract is capped at £264,000.00 (the "Total Contract Value"). The Supplier shall monitor the Total Contract Value and advise the Buyer as soon as the Supplier has a reasonable expectation that the Total Contract Value may be exceeded. The Buyer shall not be liable for any costs incurred by the Supplier in performing the activities, which are in excess of this amount and the Supplier shall not be required to perform any activities where the fees accrued are, or would be, in excess of this amount, unless agreed otherwise in writing by both Parties.

The Parties have agreed that work will be drawn down from the Total Contract Value and, as at the Call-off start date, the Supplier will commence work on the following profile:

REDACTED

Where the Parties agree that additional Supplier Staff would be required to enhance the Suppliers baseline resource profile (for example, to onboard further longer-term resources or engage specialists on a short-term basis) then this will be agreed and documented as part of a formal Variation process and charged in accordance with the following rate card:

REDACTED

All work by the Supplier under this Call-Off Contract shall be undertaken on a time and materials basis. The Supplier Charges shall be invoiced monthly in arrears from the commencement date of the Call-Off start date on an as-used basis by the Supplier. The Buyer shall validate each invoice and make payment of the same within 30 days of the date of the issue of that invoice.

For the avoidance of doubt, the Supplier shall not be entitled to invoice for any Charges in excess of the £264,000.00 unless and subject to the Buyer having agreed via a Variation to uplift that cap.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Expenses are not allowed under this contract

Payment method

Monthly by BACS in arrears

Buyer's invoice address

Cabinet Office

REDACTED

Also to

REDACTED

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Invoices must follow the below criteria:

- The invoice must include the purchase order number, which will be provided to the Supplier by the Buyer.
- All invoices must be in PDF format attached directly to the email.
- Each invoice may only be provided in a single file, including all supporting documentation. Additional or separate supporting documentation should not be attached as a separate file.

- Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above).
- Invoices must not be password protected.
- The total size of the email must not exceed 4MB.

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

REDACTED

Buyer's security policy

To be provided to the Supplier upon request

Supplier's authorised representative

REDACTED

Supplier's contract manager

REDACTED

Progress report frequency

As outlined in the Call-Off Deliverables

Progress meeting frequency

As outlined in the Call-Off Deliverables

Key staff

The Supplier shall advise the Customer of the Key staff by the Call-off start date.

Key subcontractor(s)

Not used

Commercially sensitive information

The Supplier's Day Rates are Commercially sensitive information

Service credits

Not used

Additional insurances

Not used

Guarantee

Not used

Social value commitment

Not used

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 22/06/23

For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: 22/06/23