

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

Call-Off Ref: RM1043.8

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### **Order Form**

Call-Off Reference: **708704450 (DInfoCom/0246)**

Call-Off Title: **Provision of Develop as a Service (DaaS)**

Call-Off Contract Description: **The Provision of a provide a cost effective, flexible and scalable development service that can meet the demands of the Army's application development ambition which is delivered by ADS. This is in order to support and deliver enhancements to the existing application services and also meet new application requirements by providing specialist technical development resource.**

The Buyer: **<REDACTED>**

Buyer Address: **D Info Commercial, Army HQ, Blenheim Building (IDL1), Marlborough Lines, Monxton Road, Andover, SP11 8HT**

The Supplier: **Monitor Intelligence Services Ltd**

Supplier Address: **Windmill Hill Business Park, Swindon, SN5 6QR**

Registration Number: **07595880**

DUNS Number: **217220146**

SID4GOV ID: N/A

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 11 September 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

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

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

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

### **Call-Off Lot**

Lot 1: Digital Outcomes

### **Call-Off Incorporated Terms**

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) - **Not applicable**
    - Joint Schedule 7 (Financial Difficulties) - **Not applicable**
    - Joint Schedule 8 (Guarantee) - **Not Applicable**
    - Joint Schedule 9 (BLANK)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8
    - Joint Schedule 12 (Supply Chain Visibility) – **Not applicable**

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) - **Not applicable**
  - 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 8 (Business Continuity and Disaster Recovery) - **Not applicable**
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (BLANK)
  - Call-Off Schedule 12 (Clustering) - **Not applicable**
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management) - **Not applicable**
  - Call-Off Schedule 16 (Benchmarking) - **Not applicable**
  - Call-Off Schedule 17 (MOD Terms)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 19 (Scottish Law) - **Not applicable**
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 21 (Northern Ireland Law) - **Not applicable**
  - Call-Off Schedule 22 (BLANK)
  - Call-Off Schedule 23 (HMRC Terms) - **Not applicable**
  - Call-Off Schedule 24 (BLANK)
  - Call-Off Schedule 25 (Ethical Walls Agreement) - **Not applicable**
  - Call-Off Schedule 26 (Cyber Essentials Scheme) - **Not Applicable**

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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

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

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### **Call-Off Special Terms**

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

- 1 Wilful misconduct means an act or omission that involves a material breach of contract or other duty causing serious harm to the counterparty where:
  - a. the party intended the act or omission to involve a material breach of contract or other duty; and
  - b. the party intended the act or omission to cause serious harm to the counterparty.
- 2 Save as stated otherwise in a Tasking Order Form, all Services and Deliverables shall be solely for the Buyer's benefit and are not intended to be relied upon by any person or entity other than the Buyer.
- 3 Save as stated otherwise in a Tasking Order Form, the Authority will not disclose the Services or Deliverables to any entity other than the Authority without the Supplier's consent not to be unreasonably withheld or delayed.
- 4 Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any other entity caused by their or any other entity's use of or reliance on the Services or Deliverables.
- 5 Buyer will be responsible for the licensing arrangements for any proprietary third-party software packages ("Third Party Software") to be used by Supplier in the provision of the Services and will obtain the necessary licence(s) directly from the relevant third party.
- 6 The Short Form Security Requirements apply.
- 7 A business continuity plan is not required.
- 8 Supplier staff to undertake mandatory onboarding and training as reasonably specified by the Buyer (e.g. DIMP).
- 9 Buyer authorises Supplier to use any Subcontractor named in the Supplier's tender submission, including Supplier's affiliates, to process the Buyer's data and personal data.
- 10 The Supplier will not transfer Official-Sensitive or above data outside of Authority systems.

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Call-Off Start Date: **02 October 2023**

Call-Off Expiry Date: **30 September 2025**

Call-Off Initial Period: **24-Months - 02 October 2023 – 30 September 2025**

Call-Off Optional Extension Period: **12-Months - 01 October 2025 – 30 September 2026**

Minimum Notice Period for Extensions: **3-Months**

Call-Off Contract Value: **£33,500,000.00 (Ex VAT)**

**Core:** Call Off charges for twenty-four (24) month Core will be in accordance with the agreed Monthly Statement of Work (Annex B to Order Form) and the Firm Price Man Days Rates (Call-Off Schedule 5) to a maximum of £4,500,000.00 (Ex VAT). (T&S not applicable to Core).

12-Month Extension (Unfunded)

**Ad-Hoc Tasking:** An Ad-Hoc Tasking Order Form at Annex A to the Order Form will be agreed between the Supplier and the Authority, for additional outcomes as and when required, as a maximum cost utilising the Firm Priced Man Day Rates (Call-Off Schedule 5).

Ad-Hoc Task costs will fall out of the Non-Guaranteed Ad-Hoc Tasking Value (AHTV) of £29,000,000.00 (Ex VAT). (T&S will be in accordance with Call-Off Schedule 5 Appendix 1: Expenses Policy).

Rates presented for non-core tasks are based upon the assumption that the work will be scoped and tasked in accordance with current process followed by ADS.

**Charging Method:** Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Call-Off Schedule 5 (Pricing Details and Expenses Policy)

**Invoice frequency:** Monthly in arrears in accordance with the Monthly Statement of Work.

**Invoice information required:**

**To be submitted through Exostar:**

- Contract reference,
- PO reference,
- Work undertaken
- Number of resources,
- Number of days,
- Day rate
- UIN against associated requirement

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)]

### **Warranty Period**

N/A

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and

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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:

- ADS Design Standards
- ADS Technical Standards
- Authority Standards

The Supplier will make all reasonable endeavours to comply with any changes to such standards during the contract term.

### **Cyber Essentials Scheme**

The Risk Assessment Ref for this requirement is RAR-117535115 with the Cyber Risk Profile as N/A.

### **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**

Capped Time and Materials (CTM)

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

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

### **Payment Method**

CP&F

### **Buyer's Invoice Address**

**<REDACTED>**

ADS Army Digital Services, The Army Software and Analytics House, Information Exploitation Department, Directorate of Information, Army Headquarters, Zone 4 IDL 406, Ramillies Building, Marlborough Lines, Monxton Road, Andover, SP11 8HJ

### **Buyer's Authorised Representative**

**<REDACTED>**

Army Commercial, Army HQ, Blenheim Building, Marlborough Lines, Monxton Road, Andover, SP11 8HT

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### **Buyer's Environmental Policy**

Not Applicable

### **Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

### **Supplier's Authorised Representative**

<REDACTED>

Monitor IS, Regus House, Windmill Hill Business Park, Swindon, SN5 6QR

### **Supplier's Contract Manager**

<REDACTED>

Monitor IS, Regus House, Windmill Hill Business Park, Swindon, SN5 6QR

### **Progress Report Frequency**

By the fifth Working Day of each calendar month through the Monthly SOW review and invoicing submission.

### **Progress Meeting Frequency**

Quarterly on the first Working Day of each quarter:

- Quarterly review of Finance and Commercials – current spend on track, any Commercial or contractual issues arisen.
- Quarterly review of Personnel, delivery / performance / workload / any issues.
- Continuous Improvement – done / doing / future.
- Feedback or any concerns / requirements from the supplier / ADS.
- AOB.

### **Supplier Key Staff – Not Applicable**

### **Key Subcontractor(s) – Not Applicable**

### **Commercially Sensitive Information**

Any information relating to personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If requested to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

### **Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

### **Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
<b>Performance to Pay Process</b> In accordance with agreed performance	All of the inputs are submitted in accordance with the performance to pay process	Supplier Manager and Invoice (CP&F)

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<p>to pay progress, Suppliers submit, or provide input, to the following:</p> <ul style="list-style-type: none"> <li>• Accurate and complete agreed Deliverables in a timely manner.</li> <li>• Accurate and complete Acceptance certificates in a timely manner.</li> <li>• Accurate and complete Statement of Works (SOW) in a timely manner.</li> <li>• Accurate and complete invoices in a timely manner.</li> </ul>	<p>timescales and contain accurate and complete information.</p>	<p>Manager.</p>
<p><b>Partnering Behaviours and Added Value</b></p> <ul style="list-style-type: none"> <li>• Supplier promotes positive collaborative working relationships within and across the Service team by acting in a transparent manner.</li> <li>• Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/services.</li> </ul>	<ul style="list-style-type: none"> <li>• No behavioural problems identified.</li> <li>• Buyer reviews attended, and positive contributions made.</li> <li>• Added Value recognised by the Authority above provision of compensated skilled resource/services.</li> </ul>	<p>Collective feedback on Supplier from both Buyer and other Service stakeholders.</p>
<p><b>People (Resourcing)</b></p> <ul style="list-style-type: none"> <li>• Successful recruitment and placement of key resources/provision of services to meet the planned deliverables and contractual obligations.</li> <li>• The supplier proactively manages their resource skills against expected Service Outcomes by identifying issues early and in a timely fashion, addressing any deficits.</li> </ul>	<p>Targets met for all resources/provision of Service.</p>	<p>Supplier Manager and wider Buyer team's verification.</p>
<p><b>People in Place (Delivery)</b></p> <ul style="list-style-type: none"> <li>• All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied.</li> <li>• All services delivered by the Supplier are to the required standard expected by the Authority</li> </ul>	<ul style="list-style-type: none"> <li>• No resources are swapped out due to deficiency in skill set and/or no change of services is required.</li> <li>• No problems identified with quality of work.</li> <li>• Supplier is making positive team contributions</li> <li>• Supplier skills/services meet the standards expected.</li> </ul>	<p>Supplier Manager and wider Buyer team's verification.</p>



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### **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.

Where the Supplier is dependent on Authority assets (e.g. equipment or information) or personnel in order to deliver the Statement of Work in the manner defined by the Authority, the Authority will provide access to these assets within appropriate timeframes.

### **Service Credits**

Service Credits are as described in Call-Off Schedule 14 (Services Levels and Balanced Scorecard)

The Service Credit Cap is: See call-Off Schedule 14 (Annex A to Part A)

The Service Period is: See Call-Off Schedule 14 (Annex A to Part A)

A Critical Service Level Failure is: See Call-Off Schedule 14 (Annex A to Part A)

### **For and on behalf of the Supplier:**

Signature: <REDACTED>

Name: <REDACTED>

Role: Director

Date: 26-Sep-2023

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

Signature: <REDACTED>

Name: <REDACTED>

Role: Army Comrcl Define & Procure AH

Date: 26.09.2023

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**Appendix 1**

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

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

First SOW to be agreed.

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

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### **Annex 1 (Template Statement of Work)**

#### **1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (see Annex B to Order Form).

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

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

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

## **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:

DEFCON 532B (Edn 09/21): *Protection of Personal Data DEFCON 532B (Where Personal Data is being processed Edition 09/21 on behalf of the Authority* applies.

The template at Annex 1 of Joint Schedule 11 (Processing Data) fulfils the entries required under DEFFORM 532.