DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

Order Form

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

1a. Identification

Call-Off Lot	Lot 5				
Call-Off Reference	RM6249/DIPS (05)024	Version Number	2.0	Date	28/03/2024
Business Case Reference	Original FBC Number	EUS-0036			
	Amendment FBC Number	Not Applicable			
Project / equipment for which Services are in support	Atlas Exit Programme	Urgent Capability Requirement (UCR)	Not Applicable		

1b. Contact details

Government Directorate / Organisation Title	Atlas Exit Programme	Name of Supplier	*Eviden Technology Services Limited*

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Name of Requirement Holder's Authorised Representative	[redacted]	Name of Supplier's Authorised Representative	[redacted]
Post title	[redacted]	Post title	[redacted]
Requirement Holder's Address	Defence Digital, Strategic Command, Spur F2, Bldg 405, MoD Corsham, Westwells Rd, Wiltshire SN13 9NR	Supplier Address	*Eviden Technology Services Limited a company registered under the laws of Jersey with registration number 146917 and whose registered address is at 44 Esplanade, St Helier Jersey, JE4 9WG, which operates through its UK establishment, Eviden Technology Services Limited, which is registered in England and Wales under number BR025381 and whose registered office is at Second Floor, Mid City Place, 71 High Holborn, London, WC1V 6EA.*
Postcode		Postcode	
Telephone	[redacted]	Telephone	[redacted]
Email	[redacted]	Email	[redacted]
Unit Identification Number (UIN)	[redacted]	Value Added Tax (VAT) Code	[redacted]
Resource Accounting Code (RAC)	[redacted]		
Name of Requirement Holder's Project Lead	[redacted]		

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Requirement Holder's Secondary Contact Name	[redacted]	Supplier Secondary Contact Name	[redacted]
Requirement Holder's Secondary Contact Role	[redacted]	Supplier Secondary Contact Role	[redacted]
Requirement Holder's Secondary Contact Email	[redacted]	Supplier Secondary Contact Email	[redacted]

1c. Statement of Requirements (SOR) (This section 1c. to be completed in full OR a complete SOR to be attached in Appendix 7 of this document)

Date that the Statement of Requirements was issued	25/03/2024	**Deadline for Requirement Holder's receipt of Supplier's Call-Off Tender**	*28/03/2024*

Unique Order Number (defined by delivery team)	n/a		
SOR version issue number	1.1	SOR dated	07/03/2024
SOR title	[redacted]		

Background/justification for Call-Off Contract
The availability of resource within the Authority has been considered, however, such a resource does not currently exist internally. There is not sufficient time to compete this requirement and avoid a gap in delivery, therefore a direct award via DIPS Lot 5 (Project, Portfolio & Programme Management) to the incumbent is appropriate. Any subsequent requirement for ATLAS Exit Programme Team support will be competed.
Description of Services to be provided under the Call-Off Contract
[redacted]
Activities required to be undertaken under the Call-Off Contract

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[redacted]
Outputs to be provided under the Call-Off Contract
See “Authority’s Desired Outcome” identified in the Table above.
Acceptance/rejection criteria / provisions
See “Minimum Service Requirements” identified in the Table above.
Material KPIs / Critical Service Level Failure

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):

Material KPIs
Not Applicable

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with CallOff Schedule 14 (Service Levels):

Critical Service Level Failure
Not Applicable

The applicable Service Levels are as specified in Annex A to Part A of Call-Off Schedule 14 (Service Levels).

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

Buyer to provide laptops with access to MODNET to enable the delivery of the service.

Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Call-off Schedules)

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

- No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627
- No Deliverable Quality Plan is required reference DEFCON 602B
- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions
- Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties

Project and risk management

The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.

Timescales (*Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates*)

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

Call-Off Start Date	1 April 2024
Call-Off Initial Period	5 Months
Call-Off Expiry Date	31 August 2024
Call-Off Optional Extension Period	2 Months
Minimum notice period prior to a Call-Off Optional Extension Period	One Month

SOR approved by (Name in capital letters)	[redacted]	Telephone	[redacted]
Directorate / Division	[redacted]	Email	[redacted]
Organisation Role / Position	[redacted]	Date	[redacted]
Approver's signature	[redacted]		

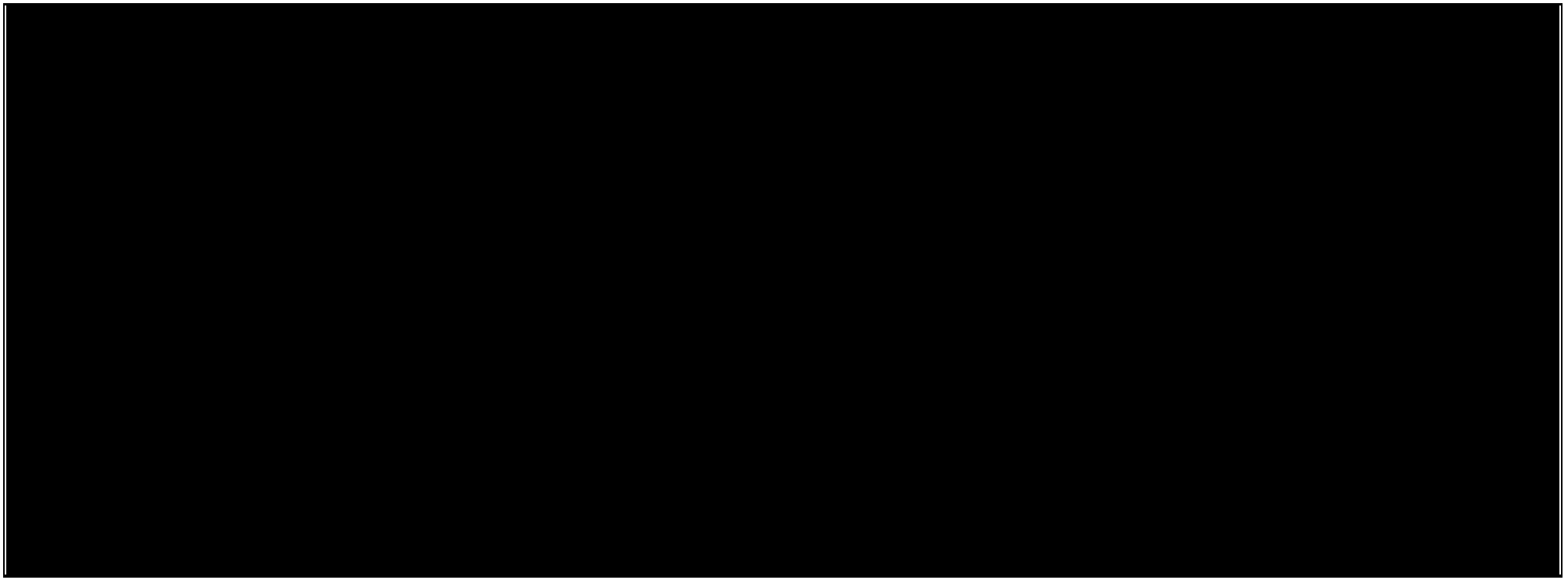
DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

Original FBC Number (*when known*)	**Amendment FBC Number** (*if applicable*)
EUS-0036	n/a

1d. Key Deliverables Template

Brief summary of the requirement – expand/delete rows as appropriate. Full details appear below or are contained within the Statement of Requirement (SOR)

Ref	Authority's Desired Outcome	Minimum Service Requirements	Deliverable Date(s)



DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

2. Call-Off Incorporated Terms

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

1 This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).

2 Joint Schedule 1 (Definitions)

3 Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference

4 [Framework Special Terms] Not Applicable

5 The following Schedules in equal order of precedence:

- Joint Schedules ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 5 (Corporate Social Responsibility) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data)

- Call-Off Schedules ○ Call-Off Schedule 2 (Staff Transfer), Part D. ○ 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 9 (Security) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 26 (Cyber)

6 Core Terms (DIPS version)

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 Requirement Holder (as decided by the Requirement Holder and Commercial) 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.

2a. Strategy for procurement and evaluati on

Further competition	☐	Competitive award criteria to be used for undertaking evaluation of proposal(s)	Direct Award
Direct award	**Error! Bookmark not defined.**		

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

	Weighting (Technical)	n/a	Weighting (Price)	n/a

2b. General Conditions

Additional general DEFCON/conditions and DEFFORMs applicable to providing the Deliverables, are to be listed here: [redacted] *Additional Conditions:* •	
• A minimum of SC clearance is required for all supplier staff working on this contract.	☐

2c. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:
None

2d. Call-Off Charges

Capped Time and Materials (CTM)	[redacted]
Incremental Fixed Price	[redacted]
Time and Materials (T&M)	[redacted]
Fixed Price	[redacted]
A combination of two or more of the above Charging methods	[redacted]
T&S is applicable	[redacted]

[redacted]

Reimbursable Expenses

None

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

2e. Payment Method

CP&F payment.

PO Number TBA

Requirement Holder's Invoice Address

[redacted]

Defence Digital, Strategic Command, Spur F2, Bldg 405, MoD Corsham, Westwells Rd, Wiltshire SN13 9NR

Requirement Holder's Authorised Representative

[redacted]

Defence Digital, Strategic Command, Spur F2, Bldg 405, MoD Corsham, Westwells Rd, Wiltshire SN13 9NR

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

2f. Milestone Payments Schedule (MPS) (expand table as appropriate)

[redacted]

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

2g. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms. This equates to 125% of contract value.

2h. Requirement Holder's Environmental Policy

Available online at: Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk)

This version is dated 18th August 2023.

2i. Requirement Holder's Security Policy

Security Aspects Letter to be issued and executed alongside this Order Form. See Appendix 6.

2j. Progress Reports and meetings

Progress Report Frequency	**Monthly Progress Reports**	Progress Meeting Frequency	Monthly

2k. *Quality Assurance Conditions*

According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements:			
Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production. Certificate of Conformity shall be provided in accordance with DEFCON 627 (*Edn12/10*).			☐
Deliverable Quality Plan requirements:			
DEFCON 602A (*Edn 12/17*) - Quality Assurance with Quality Plan	☐	DEFCON 602B (*Edn 12/06*) - Quality Assurance without Quality Plan	X☐
AQAP 2105:2 – NATO Requirements for Deliverable Quality Plans			☐
Software Quality Assurance requirements			
Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply			☐
Air Environment Quality Assurance requirements			
Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)			☐
Relevant MAA Regulatory Publications (See attachment for details)			☐
Additional Quality Requirements (See attachment for details)			☐
Planned maintenance schedule requirement			
Not applicable			☐

Supplier's Contract Manager: [redacted]

2m. Key Subcontractor(s)

2l. Key Staff

None

2n. Commercially Sensitive Information

Pricing

2o. Cyber Essentials

Cyber Essentials Scheme: The Requirement Holder requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this Call-Off Contract, in accordance with Call-Off Schedule 26 (Cyber).	☐

2p. Implementation Plan

Implementation Plan requirements in accordance with paragraph 1.1 of Call-Off Schedule 13 (Implementation Plan)	☐

3. Charges

Estimated Contract Value (excluding VAT) for Call-Off Contract
Total cost £385,000 (Exc VAT)

4. Additional Insurances

Not applicable

5. Guarantee

Not applicable

6. Social Value Commitment

Not applicable

DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

7. Requirement Holder Commercial Officer Authorisation

Order Form approved by (Name in capital letters)	[redacted]	Telephone	[redacted]
Directorate / Division	[redacted]		[redacted]
Organisation Role / Position	[redacted]		[redacted]
Approver's signature	[redacted]		

8. Acknowledgement by Supplier

Order Form acknowledged by (Name in capital letters)	[redacted]	Telephone	[redacted]
Supplier Name	[redacted]	Email	[redacted]
Supplier Role / Position	[redacted]	Date	[redacted]
Approver's signature	[redacted]		

9. Final Administration

On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) **must** send an electronic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to ***DIPS Services Team*** at the following email address: [redacted] ***Professional***

Appendix 1 - Addresses and Other Information

1. Commercial Officer Name:

Address:

Email:

☎

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Fin
ADMT – Assets In Industry 1, Level 4
Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy,
Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 23
5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)
Name:

Address

Email:

☎

9. Consignment Instructions
The items are to be consigned as follows:

3. Packaging Design Authority
Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

☎

10. Transport. The appropriate Ministry of Defence Transport Offices are:
A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c,
Mail Point 3351, BRISTOL BS34 8JH
Air Freight Centre
IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943
Surface Freight Centre
IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 **B.**

JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
Users requiring an account to use the MOD Freight Collection Service should co
[redacted]
in the first instance.

4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:

☎
(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority
Ministry of Defence ☎ 0151-242-2000 DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL
Website is:
https://www.gov.uk/government/organisations/ministryofdefence/about/procure

6. Intentionally Blank	**12. Forms and Documentation are available through *:** Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. [redacted]) **Applications via fax o email:** [redacted]
7. Quality Assurance Representative: Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].	*** NOTE** **1.** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm **2.** If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Appendix 2 – Supplier's Quotation - Charges Summary Not Used (See Appendix 4)

Supplier Charges summary: To be completed by the Supplier in support of a quotation provided in response to an ITT for the requirement captured on the above Order Form.

1. To: 2. From:

Date of tender submission:

In response to the Order Form request for a quotation reference Dated

*The work can be undertaken and our detailed response is attached. ☐
*We are unable to provide the resources/deliverables identified on this occasion. ☐
(* Check box as appropriate)

Name: (Block Capitals)		Signed:	
Date:			

2.	Call-Off title:
3.	Supplier Unique Reference Number:
4.	Start Date: Completion Date:

5a. Manpower/Resources

Broad Capability Area Number	Grade	Daily rate quoted at ITT	Daily rate quoted for this task	Reduction on original ITT rate	No of Days	Total

5b. Travel	(Estimated expenditure on:)	Unit cost	Number of Journeys / Miles	Total
	Rail			
	Motor Mileage (max 30p per mile incl VAT)	30p max (incl VAT)		
	Air			
	Sea			
5c. Subsistence	(Estimated expenditure on:)	Unit cost	Number of Night / Days	Total
	Accommodation (max £100 per night incl VAT)			
	Meals (max £5 for lunch and/or £22.50 for an evening meal, including all drinks			

5d.Other Costs	Miscellaneous costs (please define below)	The above T&S costs relate to the period to

Subcontractor price

Subcontractor Details

Materials

Other

(Please provide details below)

Description

Cost

ır completion of Call-Off Contract Deliverables …….. (excl. VAT)

Appendix 3

Ref	Authority's Desired Outcome	Minimum Service Requirements	Deliverable Date(s)
		-	

Appendix 4 (Template Statement of Work)

1. Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, 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: 27 March 2024

SOW Title: ATLAS Exit Programme Support Apr 2024 – Aug 2024

SOW Reference: PS434 SOW01

Call-Off Contract Reference: RM6249/DIPS (05)024

Requirement Holder: [redacted]

Supplier: Eviden Technology Services Limited

SOW Start Date: 01 Apr 2024

SOW End Date: 31 Aug 2024 (option to extend to 31 Oct 2024)

Duration of SOW: 5 months (option for 2 months extension)

Key Personnel (Requirement Holder): Not applicable

Key Personnel (Supplier): Not applicable

Subcontractors: Not applicable

2. Call-Off Contract Specification – Deliverables Context

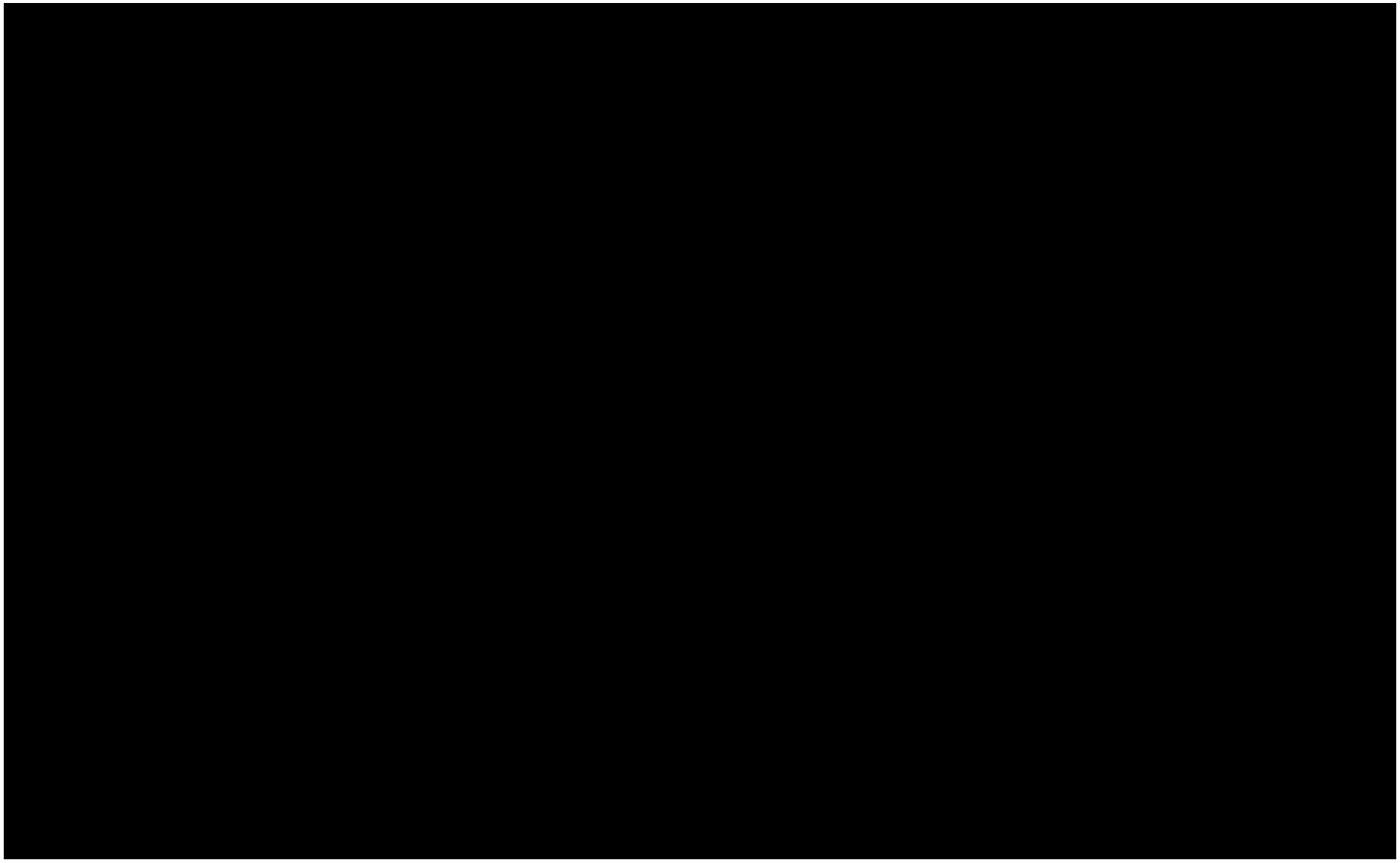
SOW Deliverables Background:

[redacted]

Delivery phase(s): Not relevant for this SOW, as the phases are governed by the overall ATLAS Exit programme.

3. Requirement Holder Requirements – SOW Deliverables

Ref	Authority's Desired Outcome	Minimum Service Requirements	Deliverable Dates	Invoice Trigger / cycle



Dependencies:

[redacted]

Security Applicable to SOW: All resources delivering the managed service will hold valid security clearances to SC and will sign a Confidentiality Undertaking.

The Supplier confirms that all Supplier Staff working on Requirement Holder Sites and on Requirement Holder Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

SOW Standards: No specific standards are applicable

Performance Management: No KPIs or service levels identified for this SOW.

Additional Requirements: None identified

Annex 1 – Not applicable.

Key Supplier Staff: Not applicable**.** Requirement is for a managed service.

SOW Reporting Requirements:

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this requirement apply to?	Required regularity of Submission

1	Monthly Progress Report	All deliverables (D1-D5)	Monthly

4. Charges

Call Off Contract Charges:

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

[redacted]

The estimated maximum value of this SOW (irrespective of the selected charging method) is **£385,000.00 excluding VAT.**

[redacted]

5. Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 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: [redacted]

[redacted]

Title: [redacted]

Date: Signature:

[redacted]

For and on behalf of the Requirement Holder

Name [redacted]

Title: [redacted]

Date: [redacted]

Signature: [redacted]

Annex 1 to Statement of Work – Not Applicable

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 of Joint Schedule 11 (Processing Data) 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 Joint Schedule 11 (Processing Data) 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: Personnel (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]

Appendix 5 Confidentiality Undertaking

[**Requirement Holder guidance**: Appendix 5 is for use where required pursuant to clause 15.3 of the Core Terms]

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above-named Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.

2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State for Defence. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.

3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State for Defence or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State for Defence or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State for Defence. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored, and access is controlled in accordance with my Employer's rules concerning third party confidential information.

4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

Appendix 6

Security Aspects Letter

Date of Issue: 24/03/2024

For the attention of:

ITT/CONTRACT NUMBER PS434: SECURITY ASPECTS LETTER FOR ATLAS EXIT SUPPORT TO END USER SERVICES.

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.

2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition Appendix 1 outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
[redacted]	

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Copy via email to:

[redacted]

Appendix 1

To Security Aspects Letter
Dated:

UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email:

[redacted]

Definitions

2. The term *"Authority"* for the purposes of this Annex means the HMG Contracting Authority.

3. The term *"Classified Material"* for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading. The Contractor is not required to mark documents graded UK OFFICIAL unless they are transmitted overseas or generated by a Contractor based outside the UK in a third-party country.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to comply with the accreditation requirements specified in ISNs, Defence Condition 658 and Defence Standard 05-138. Details can be found at the links below:

https://www.gov.uk/government/publications/industry-security-notices-isns.
http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf
https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK classified material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be controlled.

9. Disclosure of UK classified material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any classified material issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 35.

Access

13. Access to UK classified material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the material and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIALSENSITIVE material have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed internally and externally of Contractor premises. To maintain confidentiality, integrity and availability, distribution is to be controlled such that access to documents is only by

authorised personnel. They may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

https://www.ncsc.gov.uk/guidance/tls-external-facing-services

Details of the CPA scheme are available at: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the information.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIALSENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to

identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

https://www.ncsc.gov.uk/guidance/10-steps-cyber-security.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or exfiltrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *"least privilege"* will be applied to System Administrators. Users of the IT System (Administrators) should not conduct 'standard' User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

    (1). Up-to-date lists of authorised users.
    (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be *"strong"* using an appropriate method to achieve this, e.g. including numeric and *"special"* characters (if permitted by the system) as well as alphabetic characters.
d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIALSENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

    (1). The following events shall always be recorded:

(a) All log on attempts whether successful or failed,
(b) Log off (including time out where applicable),
(c) The creation, deletion or alteration of access rights and privileges, (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

(a) Type of event,
(b) User ID,
(c) Date & Time, (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this, then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

(1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g., viruses and power supply variations), (2). Defined Business Contingency Plan,
(3). Data backup with local storage,
(4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
(5). Operating systems, applications and firmware should be supported,
(6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a *"Logon Banner"* will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

"Unauthorised access to this computer system may constitute a criminal offence"

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or *"un-trusted"* systems unless protected by a firewall (a software based personal firewall is

the minimum, but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g., disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 17 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites[1]. For the avoidance of doubt the term *"drives"* includes all removable, recordable media e.g., memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities' data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any Defence Related Classified Material to the Authority. The term Defence Related Classified Material includes MOD Identifiable Information (MODDII) (as defined in ISN2016/05) and any information or asset that has been given a security classification by the UK MOD. The term also includes classified information and assets held by UK Defence Contractors which are owned by a third party e.g. NATO or another country for which the UK MOD is responsible.

30. In addition any loss or otherwise compromise of Defence Related Classified Material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP). This will assist the UK MOD in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD Defence Industry WARP will also advise the Contractor what further action is required to be undertaken.

UK MOD Defence Industry WARP Contact Details

Email: [redacted] (OFFICIAL with no NTK restrictions)
RLI Email: [redacted]
(MULTIUSER)
Telephone (Office hours): [redacted]
Mail: [redacted]

31. Reporting instructions for any security incidents involving Defence Related Classified Material can be found in the Incident Reporting Industry Security Notice at: https://www.gov.uk/government/publications/industry-security-notices-isns

Sub-Contracts

32. Where the Contractor wishes to sub-contract any elements of a Contract to subContractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

33. The prior approval of the Authority shall be obtained should the Contractor wish to subcontract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Annex A (MOD Form 1686 (F1686) of ISN 2022/08 is to be used for seeking such approval. The MOD Form 1686 can be found at:

ISN_2022-08_Subcontracting_or_Collaborating_on_Classified_MOD_Programmes.pdf (publishing.service.gov.uk)

34. If the sub-contract is approved, the Contractor shall flow down the Security Conditions in line with paragraph 32 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when the classified material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE classified material which cannot be destroyed in such a way shall be returned to the Authority.

Private Venture Activities

36. Private Venture (PV) funded (i.e., non-MOD funded) defence related projects and technology fall within one of the following three categories:

- Variants. Variants of standard defence equipment under research, development or in production, e.g., aircraft, military vehicles or ships, etc. with non-standard equipment or fitments, offered to meet special customer requirements or to avoid security or commercial difficulties associated with the sale of an item in-Service with UK Armed Forces;

- Derivatives. Equipment for military or civil use that is not based on standard Service designs but is dependent upon expertise or technology acquired in the course of defence contracts;

- Freelance. Equipment of defence importance that is in no way based on information gained from defence contracts;

37. UK Contractors shall ensure that any PV activity that falls into one of the above categories has been formally security graded by the MOD Directorate of Security and Resilience. Please see PV guidance on the following website further information:

https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibitionclearance-information-sheets

Publicity Material

38. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government.

39. For UK Contractors where the exhibition assets relate to multiple Delivery Teams or for Private Venture defence related material where there is no defined Delivery Team, the Contractor shall request clearance for exhibition from the Directorate of Security and Resilience when it concerns Defence Related Material. See the MOD Exhibition Guidance on the following website for further information:

https://www.gov.uk/government/publications/private-venture-pv-grading-and-exhibitionclearance-information-sheets

Export sales/promotion

40. The MOD Form 680 (F680) security procedure enables HMG to control when, how, and if defence related classified material is released by UK Contractors to foreign entities for the purposes of promotion or sales of equipment or services. Before undertaking any targeted promotion or demonstration or entering into any contractual commitments involving the sale or release of defence equipment, information or technology classified UK

OFFICIAL-SENSITIVE or above to a foreign entity, a UK Contractor shall obtain F680 approval from the Export Control Joint Unit (ECJU) MOD Team. This includes assets classified UK OFFICIAL-SENSITIVE or above either developed to meet a UK MOD requirement or Private Venture (PV) equipment, as formally advised in a Security Aspects Letter (SAL) issued by the relevant Contracting Authority, or PV Security Grading issued by the MOD Directorate of Security and Resilience. Guidance regarding the F680 procedure issued by ECJU can be found at:

https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedureguidance

41. If a Contractor has received an approval to sub-contract, under an MOD Form 1686 (F1686), for development/production of parts of an equipment, that approval also permits the production of additional quantities for supply to an export customer, when the Contractor has MOD Form 680 approval for supply of the complete equipment, as long as:

a. they are identical, except for component obsolescence, to items produced under the UK programme that the approval to subcontract relates to; and
b. no additional OFFICIAL-SENSITIVE or above material is required to be released to the overseas subcontractor.

Interpretation/Guidance

42. Advice regarding the interpretation of the above requirements should be sought from the Authority.

43. Further requirements, advice and guidance for the protection of UK classified material at the level of UK OFFICIAL and UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

https://www.gov.uk/government/publications/industry-security-notices-isns

Audit

44. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractor's processes and facilities by representatives of the Contractor's National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

[1] Secure Sites are defined as either Government premises or a secured office on the contractor premises.

Appendix 7 Statement of Requirements – Not Used