

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form [Redacted]

ORDER REFERENCE: **709840450 CSOC Cyber Capability**

THE BUYER: **Defence, Equipment & Support**

BUYER ADDRESS **DE&S, MoD Abbey Wood, Filton,
Bristol, BS34 8JH**

THE SUPPLIER: **Accenture (UK) Limited**

SUPPLIER ADDRESS: **30, Fenchurch Street, London
EC3M 3BD**

REGISTRATION NUMBER: **4757301**

DUNS NUMBER: **73-493-9007**

DPS SUPPLIER REGISTRATION SERVICE ID: **N/A**

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 26th January 2024. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):
45852

ORDER INCORPORATED TERMS

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

- This Order Form including the Order Special Terms and Order Special Schedules.
- Joint Schedule 1 (Definitions and Interpretation) RM3764iii
- The following Schedules in equal order of precedence:
 - Joint Schedules for RM3764iii:
 - Joint Schedule 3 (Insurance Requirements)

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- Order Schedules for RM3764iii
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 9 (Security)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 24 (Security Aspects Letter)
 - Order Schedule 25 (Tasking Statement of Work)
 - CCS Core Terms (DPS version)
- Joint Schedule 5 (Corporate Social Responsibility) RM3764iii

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

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Annex 1 to Order Schedule 17 (MOD Terms) Additional DEFCONs applicable to this Contract.

ORDER START DATE: **26th January 2024**

ORDER EXPIRY DATE: **26th January 2025**

ORDER INITIAL PERIOD: **12 months**

ORDER OPTIONAL EXTENSION **2 x 12 Months**

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order 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 is £330,000.00 (ex VAT)

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

DPS Ref: RM3764iii
Model Version: v1.0

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All Travel & Subsistence costs shall be on a reimbursement basis in accordance with Annex A to Schedule 5 (Pricing)

PAYMENT METHOD

The payment method for this Call-Off Contract is the Buyer's e-payment system "CP&F" (Contracting, Purchasing & Finance) system.

BUYER'S INVOICE ADDRESS:

Invoices shall be submitted electronically via the Buyer's e-payment system "CP&F" (via Exostar).

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]DE&S Digital Commercial Team,
NH4 Elm 3B #4342, MoD Abbey Wood, Bristol, BS34 8JH

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

As instructed via Taskings

COMMERCIALLY SENSITIVE INFORMATION

- Individual Supplier personnel CV's provided throughout the term of this Schedule 6.
- Supplier Client credentials used to provide evidence of Supplier's previously provided capability.
- Supplier financial information pertaining to disclosure of Supplier rate cards and pricing.
- Supplier IPR

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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GUARANTEE

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	[Redacted]	Date:	[Redacted]

Not applicable

SOCIAL VALUE COMMITMENT

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

1. Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market

sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

- 1.3.1 the singular includes the plural and vice versa;
- 1.3.2 reference to a gender includes the other gender and the neuter;
- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
- 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
- 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
- 1.3.12 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.

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1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Accreditations and Standards"	the Accreditations and Standards Filter Category detailed in DPS Schedule 1.
"Additional Insurances"	insurance requirements relating to an Order Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under an Order Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary,

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	<p>ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Order Contract;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;

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"Commercially Sensitive Information"	the Confidential Information listed in the DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order Contracts;

"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties;
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	f) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"CSOC"	Cyber Security Operating Capability (CSOC)
"Cyber Security Services"	those Service available under this DPS Contract as documented at DPS Schedule 1
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy and Information);

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"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of an Order Contract as confirmed and accepted by the Buyer by confirmation in writing to the Supplier. "Deliver" and "Delivered" shall be construed accordingly;
"DE&S"	the organisation Defence, Equipment & Support
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables; b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable

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	arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;
"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;

DPS Ref: RM3764iii

Model Version: v1.0

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"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Contract Charges; or ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	the number of categories specified in DPS Schedule 1 (Specification), if applicable;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance

DPS Ref: RM3764iii

Model Version: v1.0

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	and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

DPS Ref: RM3764iii

Model Version: v1.0

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"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services;</p> <p>https://www.gov.uk/government/publications/government-procurement-card--2;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the DPS Pricing/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and

	e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p>

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	<p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the</p>

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	<p>aggregate Charges forecast to be payable under the Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform and in the Key Subcontractor Section in the Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	the management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	<p>means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p>

DPS Ref: RM3764iii

Model Version: v1.0

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	<p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a declaration of no business should have been filed);</p>
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described as such in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ol style="list-style-type: none"> a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related</p>

	offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the DPS Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Open Government Licence"	<p>means the licensing terms for use of government intellectual property at:</p> <p>http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;

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"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;
"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the DPS Contract, CCS or the Supplier, and in the in the context of an Order Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the DPS Contract set out in DPS Schedule 4 (DPS Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;

"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:

	<ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Sectors and Domains"	the Sectors and Domains Filter Category defined in DPS Schedule 1;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;

DPS Ref: RM3764iii

Model Version: v1.0

DPS Schedule 6 (Order Form Template and Order Schedules) Crown

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"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Service Type"	means the Service Types Filter Category detailed in DPS Schedule 1
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the DPS Appointment Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in DPS Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;

	d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Order Contract and any alternative

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	person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Order Contract;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of an Order Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test"	any test required to be carried out pursuant to the Order Contract i) as set out in the Test Plan agreed pursuant to Part B of Order Schedule 13, ii) or as specified elsewhere in this Order Contract, and "Testing" and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

DPS Ref: RM3764iii

Model Version: v1.0

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"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Order Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 3 (Insurance Requirements)

2. The insurance you need to have

- 2.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:
 - 2.1.1 the DPS Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 2.1.2 the Order Contract Effective Date in respect of the Additional Insurances.
- 2.2 The Insurances shall be:
 - 2.2.1 maintained in accordance with Good Industry Practice;
 - 2.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 2.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 2.2.4 maintained for at least six (6) years after the End Date.
- 2.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

3. How to manage the insurance

- 3.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 3.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 3.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 3.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

evidence of placing cover representing any of the Insurances to which it is a party.

4. What happens if you aren't insured

- 4.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 4.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

5. Evidence of insurance you must provide

- 5.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

6. Making sure you are insured to the required amount

- 6.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

7. Cancelled Insurance

- 7.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 7.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

8. Insurance claims

- 8.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority

receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 8.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 6.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 8.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 8.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

9. The Supplier shall hold the following standard insurance cover from the DPS Start Date in accordance with this Schedule:
- 9.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 9.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - 9.3 employer's liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Order Schedule 4 (Order Tender)

Social Value Commitment

Method Statement and Proposed Commitments

Accenture is committed to achieving the policy outcome “tackling economic inequality”. Working closely with DE&S, we will collaborate to deliver [Model Award Criteria \(MAC\) 2.2](#).

For this contract, we will aim to tackle economic inequality through the following commitments seen in the table below.

Ref	Commitment	Method Statement	Suggested Metric
A	Cyber First (CF)	Utilise contract insights for CF engagement and competitions.	At least 2 inputs to CF from delivery team
B	Apprenticeships	Continue our apprenticeship programme and share annual report with DE&S.	Annual communication
C	Diversity Networks	Make delivery team aware of Diversity Networks available and encourage them to join.	100% of delivery team encouraged to join
D	Mentorship Programme	Provide support to delivery team by partnering junior and senior members for weekly catch ups.	100% of delivery team encouraged to enrol
E	Digital Skills Platform	DE&S can help us identify new users for our free online training platform that aims to develop digital skills.	Discuss potential new users every 3 months
F	Hiring in line with Equal Opportunity Targets	We will continue to strive towards our company goals and share the annual report with DE&S.	Annual communication
G	Inclusive & Accessible Recruitment Practices	Continue and improve upon our inclusive and accessible recruitment practices.	100% inclusive and accessible recruitment practices applied
H	Inclusive & Accessible	Continue and improve upon our inclusive and accessible employment conditions.	100% employees made aware of relevant employment conditions

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	Employment Conditions		
I	Flexible Working	Remind all of delivery team when they are being onboarded of the flexible working options.	100% workforce offered flexible working
J	Volunteering	Co-ideate volunteering initiative to “tackle economic inequality” and promote within Accenture.	Run at least 1 volunteering initiative for this policy outcome

CyberFirst (CF). CF is an initiative run by the National Cyber Security Centre (NCSC) to promote a cyber security career to a range of diverse and talented young people. Accenture have supported CF over the last 5 years, with a particular focus on supporting girls within the scheme. Our involvement includes leveraging our team’s expertise to teach technical skills, promote the industry and inspire girls to follow a career in cyber. We will utilise the insights and skills from the delivery team to feed into challenge submissions for the Annual CF Girls’ Competition and use the delivery team to support initiatives (for example, Cyber EmPower Week).

Apprenticeships. Accenture have made a commitment to employ and upskill young talent from lower socio-economic backgrounds. As a result of the Northeast having a higher-than-average unemployment rate (5.2% vs 4.3% UK wide) Accenture partners with Newcastle College, Sunderland University in the Northeast as well as University of East London, and digital education provider, QA, to offer 3&4-year technology apprenticeships. Since 2013, we have recruited 500+ degree apprentices regionally and we have achieved an 85% retention rate across all our programmes.

Diversity Networks. Accenture has multiple Diversity Networks for individuals to have their voices heard, share knowledge, and set objectives. The goal of our networks is for people to be comfortable being their authentic self in the workplace. These networks include ethnicity and race resource groups, disability inclusion, Women’s, and PRIDE. We will encourage 100% of the delivery team to become a member or ally of a network and actively participate to support the growth.

Mentorship Programme. To support the growth and development of young talent, we have a variety of mentoring opportunities within Accenture in addition to partnering with established organisations such as The Prince’s Trust to mentor those within local communities. As a part of this contract, we will partner junior and senior members from the delivery team and through their weekly catch ups can discuss career guidance, advice and develop digital skills.

Digital Skills Platform. We have developed a suite of free, online-learning courses to develop the digital skills of people not in education, employment, or training. Modules cover key technical areas such as AI and cyber security, and the platform is accredited as Continuing Professional Development training. We supported the Department for Education’s drive to upskill furloughed workers in digital skills during the pandemic, providing access to our courses, with over 70,000 learners completing a module in 2020 alone. As a part of this contract, our Social Value lead will work with DE&S to expand our roll out to users identified, in particular to address the cyber skills shortage.

Hiring in line with Equal Opportunity Targets. Accenture is committed to hiring in line with equal opportunity company targets. As a part of these targets, we are striving towards a 50:50 gender balanced workforce for those whose gender is binary by 2025.

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Inclusive and Accessible Recruitment Practices. We make a conscious effort to ensure that 100% of our recruitment practices are both inclusive and accessible including unbiased interviews, training, and partnerships.

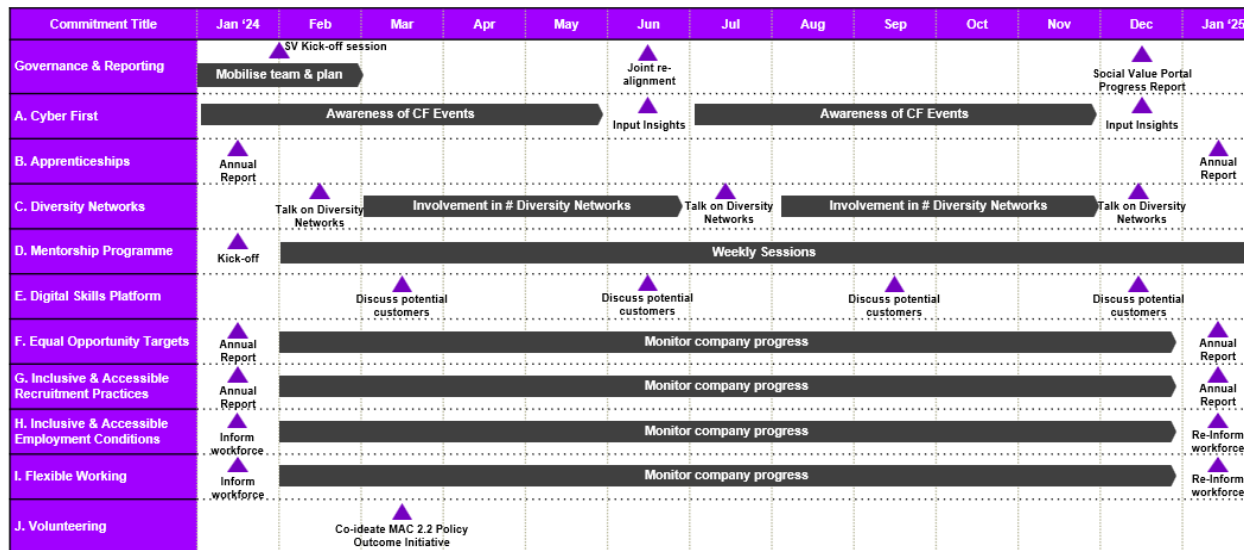
Inclusive and Accessible Employment Conditions. Accenture ensures that inclusive and accessible employment conditions are in place and aligned to the Good Work Plan. This includes but is not limited to publishing gender pay gap reports annually, employee assistance programmes and access to Mental Health first aiders. We will ensure that 100% of the delivery team are aware of the relevant employment conditions.

Flexible Working. As a part of our mission to remove employment and training barriers we offer flexible working practices to our colleagues to support and allow for every colleague's unique circumstances. Our workplace adjustments include remote working, assistive technology, and ergonomic equipment. As a part of this contract, we will offer 100% of the delivery team flexible working.

Volunteering. Accenture employees have 3 paid volunteering days per year to support charitable causes and local communities. As a part of this contract, we will co-ideate volunteering initiatives to address the policy outcome "tackling economic inequality". These initiatives will be promoted internally to gain more support and at least one member of the delivery team will take part.

Timed Action Plan

Our proposed timed project plan, shown below, outlines the 12-months from contract start date, January 2024. Accenture will run a Social Value kick-off session to collaborate with DE&S and tailor our approach to achieve priority objectives and embed social value into delivery of this contract.



DPS Schedule 6 (Order Form Template and Order Schedules) Crown Copyright 2020**Delivery Management and Reporting**

We will appoint a Social Value Lead who will be responsible for promoting, monitoring, and reporting against each of our commitments monthly. We have partnered with Social Value Portal (SVP), the market leaders in Social Value measurement and reporting provision, to enable robust and transparent delivery against Social Value commitments with verified third-party reporting on progress.

Use of Metrics. We have assigned a target KPI metric to each commitment to ensure delivery clarity. We will agree and finalise KPI metrics with you within 30 days after contract award.

Tools. We will use SVP as our primary tool for managing delivery against commitments. Our SV Delivery Lead will be responsible for the collating and input of data into SVP.

Reporting. We commit to quarterly progress reporting against finalised commitments, with SVP providing an annual independent progress verification report.

Feedback and Improvement. To ensure we are meeting DE&S social value goals, we will run a social value re-alignment session halfway through the contract (month 6) to review our progress and agree which initiatives to continue, discontinue, and new initiatives which can be incorporated.

Method Statement and Proposed Commitments

Accenture is committed to achieving the policy outcome of “creating new businesses, new jobs and new skills”. Working closely with DE&S, we will collaborate to deliver specific elements of [Model Award Criteria \(MAC\) 2.3.](#)

Accenture is dedicated to tackling economic inequality by creating employment and training opportunities for our employees and people in our local communities, aligned to the UK Levelling Up agenda’s ‘Skills’ focus area.

The top skills shortage in the UK is in digital at 23% (London Chamber of Commerce, November 2022). It is an area of shortfall within government, and Ministry of Defence specifically referenced this in Defence’s Digital Strategy – “we have a critical digital skills gap across the enterprise”.

Accenture understands skill shortages are caused by limited access to training in specific skills, course flexibility to meet individual user needs, limited capacity on appropriate training courses and high turnover of skilled staff. Our outreach programmes focus on areas of high deprivation across the UK; Skills to Succeed and Accenture’s Digital Skills platform have upskilled 573,00 people across various social and economic circumstances.

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For this contract, we will aim to tackle economic inequality through the following commitments seen in the table below.

Ref	Commitment	Method Statement	Suggested Metric
A	Continuous Development	Remind all of the delivery team when they are being onboarded of the training available.	100% workforce completed baseline digital training
B	Skills to Succeed Academy	Identify potential users of our free online training platform that aims to develop digital skills.	Discuss potential users every 3 months
C	Digital Skills Platform	Identify users for our free online training platform that aims to develop digital skills.	Discuss users every 3 months
D	Cyber First (CF)	Utilise contract insights for CF engagement and competitions.	At least 1 delivery team to provide a talk for CF initiative
E	Movement to Work	Continue our involvement with the Movement to Work charity.	Annual communication
F	Apprenticeships	Continue our apprenticeship program and share annual report with DE&S.	Annual communication

Our social value commitments aim to help close this skills gap by providing high-quality tailored training, education and removing barriers to access for our colleagues as well as local communities and charities. Accenture's initiatives that attempt to tackle economic inequality include:

- **Continuous Development.** Accenture is passionate about supporting our people to continually develop and grow their skills. Accenture invested [Redacted] last year to develop our people and delivered 200,000 training courses. As a part of this contract, we will remind our delivery team of the opportunities available and encourage them to continually develop including our Technology Quotient (TQ) Global Training and professional certification opportunities that relate to this contract.
- **Skills to Succeed Academy.** Our Skills to Succeed Academy is a free-to-access online learning platform which offers 11 courses of bite-sized modules designed to help users develop the dynamic mix of skills needed to navigate the journey of choosing or changing career, finding a job and being successful in their chosen career. Since 2013 over 84,000 people have completed a course of learning through the academy. As a part of this contract, we would like to understand any local businesses or charities that are important to DE&S and together we can jointly offer this learning platform to them and positively impact the community through training and development.
- **Digital Skills Platform.** Our Digital Skills Platform is a suite of online courses designed to tackle the UK's digital skills gap. Featuring subject matter experts from across Accenture, the course offers animated bite-sized videos and quizzes as well as social interaction

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and collaboration with other learners. Participants that complete one of the 8 modules receive a Continuing Professional Development certification. As a part of this contract, our Social Value lead will work with DE&S to expand our roll-out to customers or charities identified.

- **CyberFirst.** Accenture have supported CyberFirst over the last 5 years, with a particular focus on supporting girls within the scheme. Our involvement includes leveraging our team's expertise to teach technical skills, promote the industry and inspire girls to follow a career in cyber. As a part of this contract, we will encourage the delivery team to present and give a talk for CyberFirst at one of their events as well as utilise the insights from this contract to feed into challenge submissions.
- **Movement to Work (MTW).** Accenture played a pivotal role in establishing the charity Movement to Work in 2014 alongside the UK's largest employers, government, and charities. MTW provides transformational work experience placements linked to real jobs to young unemployed people from disadvantaged backgrounds. Over 100 member employers have provided over 100,000 placements of which over half of the young people completing a programme have moved into positive outcomes.
- **Apprenticeships.** Accenture have made a commitment to employ and upskill young talent from lower socio-economic backgrounds. As a result of the Northeast having a higher-than-average unemployment rate (5.2% vs 4.3% UK wide) Accenture partners with Newcastle College, Sunderland University in the Northeast as well as University of East London, and digital education provider, QA, to offer 3&4-year technology apprenticeships. Since 2013, we have recruited 500+ degree apprentices regionally and we have achieved an 85% retention rate across all our programmes.

Timed Action Plan

Our proposed timed project plan, shown below, outlines the 12-months from contract start date, January 2024. Accenture will run a Social Value kick-off session to collaborate with DE&S and tailor our approach to achieve priority objectives and embed social value into delivery of this contract.

Commitment Title	Jan '24	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan '25
Governance & Reporting	SV Kick-off session					Joint re-alignment						Social Value Portal Progress Report	
	Mobilise team & plan												
A. Continuous Development													
B. Skills to Succeed Academy			Discuss potential customers			Discuss potential customers			Discuss potential customers			Discuss potential customers	
C. Digital Skills Platform													
D. Cyber First	Awareness of CF Events				Presentation	Awareness of CF Events							
E. Movement to Work	Annual Report	Monitor company involvement											Annual Report
F. Apprenticeships	Annual Report												Annual Report

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DPS Schedule 6 (Order Form Template and Order Schedules) Crown Copyright 2020**Delivery Management and Reporting**

We will appoint a Social Value Lead who will be responsible for promoting, monitoring, and reporting against each of our commitments monthly. We have partnered with Social Value Portal (SVP), the market leaders in Social Value measurement and reporting provision, to enable robust and transparent delivery against Social Value commitments with verified third-party reporting on progress.

Use of Metrics. We have assigned a target KPI metric to each commitment to ensure delivery clarity. We will agree and finalise KPI metrics with you within 30 days after contract award.

Tools. We will use SVP as our primary tool for managing delivery against commitments. Our SV Delivery Lead will be responsible for the collating and input of data into SVP.

Reporting. We commit to quarterly progress reporting against finalised commitments, with SVP providing an annual independent progress verification report.

Feedback and Improvement. To ensure we are meeting DE&S social value goals, we will run a social value re-alignment session halfway through the contract (month 6) to review our progress and agree which initiatives to continue, discontinue, and new initiatives which can be incorporated.

Method Statement and Proposed Commitments

Accenture is committed to achieving the policy outcome “effective stewardship of the environment” and “fighting climate change”. Working closely with DE&S, we will collaborate to deliver [Model Award Criteria \(MAC\) 4.2](#). Accenture CEO, Julie Sweet, stated “One of the greatest changes we must make is to reduce and eliminate carbon emissions; it matters to everyone. At Accenture, we are committed to addressing climate change through our own actions and through helping our clients make and meet their commitments”.

Environmental stewardship is embedded in our operations and practices and we recognise DE&S’s strategic ambitions outlined in your 2025 Environmental Strategy report. We will support you in your goals throughout this contract and Accenture are equally as committed to fighting climate change with our own aim of achieving net-zero greenhouse gas (GHG) emissions by 2025. To name a few of our environmental goals:

- 100% renewable electricity by 2023 in all offices – already achieved in the UK and Ireland.
- Investing in nature-based carbons removals (expected to remove an estimated 13+ million metric tonnes of carbon over the next 20 years).

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- Zero waste by 2025, including eliminating single-use plastics in our locations (already achieved in our UK offices) and reusing or recycling 100% of our e-waste, such as computers and office furniture.

For this contract, we will aim to fight climate change through the following commitments seen in the table below.

Ref	Commitment	Method Statement	Suggested Metric
A	Volunteering	Co-ideate volunteering initiative to “fight climate change” and promote within Accenture.	Run at least 1 volunteering initiative for this policy outcome
B	Education	Delivery team will complete the Carbon Literacy training created by Accenture and share learnings with DE&S.	100% of delivery team complete Carbon Literacy training
C	Green Tips	A member of the delivery team will share a green tip of the month with DE&S.	1 green tip per month.
D	Low Carbon Working Practices	Enforce and monitor low carbon working practices as part of the contract.	Annual Communication

Volunteering. Our Volunteering Programmes grant our people 3 days each year to support charitable causes and local communities which for this policy outcome could include river clean-ups, tree planting and supporting the London Wildlife Trust. As a part of this contract, and with DE&S, we will co-ideate volunteering initiatives to address the policy outcome “fighting climate change”. These initiatives will be promoted internally to boost support and at least one member of the delivery team will take part in the volunteering activity for this policy outcome.

Education. We believe the most effective and impactful way to influence stakeholders to support environmental protection and improvement is by educating them on the criticality of personal accountability and making decisions which improve environmental impact. Accenture commits to providing comprehensive environmental sustainability training to our people as part of onboarding to this contract. Our Carbon Literacy training through our learning portal includes modules such as: carbon & carbon, the science behind the climate crisis and reducing your carbon ‘foodprint’. ‘Foodprint’ refers to the environmental pressure that food demand put on the environment.

Green Tips. Education and awareness are the key to instilling sustainable behaviours. As a part of our contract, our social value lead will share a ‘green tip of the month’ with the delivery team and DE&S. These green tips will include things that people can change on a personal level to reduce their carbon footprint.

Low Carbon Working Practices. Accenture enforces low carbon working practices and as a part of this contract the delivery team will abide by the following rules to support reducing greenhouse gas emissions and learn climate-smart behaviours:

- Travel restriction policy. Whilst understanding the benefit of in-person contact between DE&S and Accenture, we will support the reduction of unnecessary travel and commit to using a train-first approach, promoting Cycle to Work and offer our Electric Vehicle discount scheme where car use is necessary.

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- Strict zero e-waste. All equipment on this contract, such as laptops, servers and enterprise equipment in offices will be donated, reused, or recycled with zero waste to landfill.
- Eliminating single-use plastic (SUPs). We have eliminated SUPs in all Accenture UK offices. As a part of this contract, our delivery team will sign a pledge to eliminate all SUPs in our contract-managed locations. We will support this with signposting and encouraging people to comply.

Timed Action Plan

Our proposed timed project plan, shown below, outlines the 12-months from contract start date, January 2024. Accenture will run a Social Value kick-off session to collaborate with DE&S and tailor our approach to achieve priority objectives and embed social value into delivery of this contract.

Commitment Title	Jan '24	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan '25
Governance & Reporting	SV Kick-off session Mobilise team & plan					Joint re-alignment						Social Value Portal Progress Report	
A. Volunteering							Co-ideate MAC 4.2 Policy Outcome Initiative						
B. Education		Request to complete training						Refresh Carbon Literacy training					
C. Green Tips	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip	Share Green Tip
D. Low Carbon Working Practices	Inform & Enforce												Annual Report

Delivery Management and Reporting

We will appoint a Social Value Lead who will be responsible for promoting, monitoring, and reporting against each of our commitments monthly. We have partnered with Social Value Portal (SVP), the market leaders in Social Value measurement and reporting provision, to enable robust and transparent delivery against Social Value commitments with verified third-party reporting on progress.

Use of Metrics. We have assigned a target KPI metric to each commitment to ensure delivery clarity. We will agree and finalise KPI metrics with you within 30 days after contract award.

Tools. We will use SVP as our primary tool for managing delivery against commitments. Our SV Delivery Lead will be responsible for the collating and input of data into SVP.

Reporting. We commit to quarterly progress reporting against finalised commitments, with SVP providing an annual independent progress verification report.

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Feedback and Improvement. To ensure we are meeting DE&S social value goals, we will run a social value re-alignment session halfway through the contract (month 6) to review our progress and agree which initiatives to continue, discontinue, and new initiatives which can be incorporated.

Method Statement and Proposed Commitments

The recent rise of supply chain cyber-attacks has highlighted the importance of increasing supply chain resilience and the capabilities of the wider ecosystem (NCSC Annual Review 2023). Accenture recognises the criticality of DE&S's work to Defence's outputs and operations and therefore cyber security will be vitally important to this contract.

Accenture is committed to achieving the policy outcome "increase supply chain resilience and capacity". Working closely with DE&S, we will collaborate to deliver [Model Award Criteria \(MAC\) 3.5](#).

Accenture is the sole supplier within this contract and we do not have a support chain delivering services on the contract. Therefore, these commitments are solely from Accenture.

For this contract, we will aim to increase supply chain resilience through the following commitments seen in the table below.

Ref	Commitment	Method Statement	Suggested Metric
A	Standards & Frameworks	Continue to hold and comply with all relevant security standards and frameworks.	Annual communication
B	Project Security Lead	Embedding a Defence focused security lead on the project to support in adhering to MOD security policies and practices. As a part of this role, the security lead will continually manage security risks and capture our approach in the Security Management Plan.	Quarterly security working groups and regular risk workshops.
C	Education & Training	Delivery team will complete all security mandatory training.	100% of delivery team will complete security training.
D	Share Defence and Industry Knowledge	Share insights and facilitate collaboration across defence and industry.	Regular roundups from defence and industry insights.

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			Share Annual Threat Intelligence Report.
E	Cyber Bytes	5-minute presentations on new threats, vulnerabilities or trends within the market.	1 presentation per month
F	Onboarding and Offboarding	All delivery team members who join the project will follow secure Client Data Protection onboarding and offboarding procedures.	100% compliance with onboarding and offboarding processes.

Standards and Frameworks. Accenture holds and aligns to several industry recognised information security standards and frameworks, including:

- ISO27001 Certificate.
- Cyber Essentials Plus.
- Committed to adopting the 10 Steps To Cyber Security advocated by the National Cyber Security Centre.
- For both the NCSC 14 Cloud Security Principles and the Technology Code of Practice, each of the control requirements is covered by a relevant Accenture Information Security Policy and/or Standard.
- Facility Security Clearance (FSC).
- Industry Personnel Security Assurance (IPSA).

Throughout the contract, we will demonstrate our commitment to the Cyber Security best-practice via our ongoing achievement and maintenance of our technical cyber security certifications. In addition, Accenture has over 2,000 security cleared (SC/DV) personnel.

Project Security Lead. Accenture has extensive experience across Defence and as a part of this contract we will utilise this by onboarding an MOD-experienced Security Lead who will apply their vast knowledge to ensure we adhere to MOD security policies and practices. Our approach to security will be captured in the Security Management Plan (SMP) that will be created within 20 days of contract award. Accenture will host quarterly security working groups as well as regular risk workshops to continually monitor the threats, risks, and vulnerabilities in relation to this contract and will support in resolving.

Education and Training. Humans are still one of the biggest risks to causing data breaches as a result of attacks such as phishing and comprised business accounts. The reason for this is lack of security awareness and training as well as increasingly sophisticated attacks. At Accenture we regularly conduct social engineering tests to make our employees aware of sophisticated phishing attempts and in addition to this we enforce regular mandatory training to refresh colleagues' memory of secure practices. As the delivery team complete the training, they will share learnings and best practice with you.

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Share Industry and Defence Knowledge. Accenture is engaged within multiple projects across Defence, and we will be able to use this knowledge to your advantage by facilitating collaboration with different areas of Defence and enabling visibility. The project Security Lead who will be enrolled onto this project, Eve, is a Director for the Defence Industry Security Association (DISA) which acts as a link between Government and industry. From this role, Eve will be able to share valuable insights from industry and help introduce you to contacts within industry and ecosystem partners. In addition, to support you in keeping up to date with new threats and risks we will share our annual threat intelligence report that is produced by our own threat intelligence team.

Cyber Bytes. To continually keep everyone aware of the latest threats and trends within the cyber security industry, every month the delivery team will present a 'Cyber Byte'. These Cyber Bytes will be a 5-minute presentation addressing new threats or vulnerabilities in the market.

Onboarding and Offboarding. Accenture is committed to protecting our clients' data and therefore we have strict onboarding and offboarding processes that all of the workforce must follow when moving between projects. The process includes training to inform the individual of what actions they must take, step by step guidance and signed declaration that they have completed the necessary activities. As a part of this contract, the delivery team will be mandated to complete the onboarding and offboarding processes.

Timed Action Plan

Our proposed timed project plan, shown below, outlines the 12-months from contract start date, January 2024. Accenture will run a Social Value kick-off session to collaborate with DE&S and tailor our approach to achieve priority objectives and embed social value into delivery of this contract.

Commitment Title	Jan '24	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan '25
Governance & Reporting	SV Kick-off session Mobilise team & plan					Joint re-alignment						Social Value Portal Progress Report	
A. Standards & Frameworks	Annual Report	Abide by the standards and frameworks											Annual Report
B. Project Security Lead	Onboard	Risk Workshop	Security Working Group	Risk Review	Risk Workshop	Security Working Group	Risk Review	Risk Workshop	Security Working Group	Risk Review	Risk Workshop	Security Working Group	
C. Education & Training		Request to complete training						Refresh Security training					
D. Share Industry & Defence Knowledge.	Share Threat Intel Report		Round up of insights			Round up of insights			Round up of insights			Round up of insights	Share Threat Intel Report
E. Cyber Bytes	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte	Share Cyber Byte
F. Onboarding & Offboarding	Onboarding	Monitor anyone rolling on and off the contract											Offboarding

Delivery Management and Reporting

We will appoint a Social Value Lead who will be responsible for promoting, monitoring, and reporting against each of our commitments monthly. We have partnered with Social Value Portal (SVP), the market leaders in Social Value measurement and reporting provision, to enable robust and transparent delivery against Social Value commitments with verified third-party reporting on progress.

Use of Metrics. We have assigned a target KPI metric to each commitment to ensure delivery clarity. We will agree and finalise KPI metrics with you within 30 days after contract award.

Tools. We will use SVP as our primary tool for managing delivery against commitments. Our SV Delivery Lead will be responsible for the collation and input of data into SVP.

Reporting. We commit to quarterly progress reporting against finalised commitments, with SVP providing an annual independent progress verification report.

Feedback and Improvement. To ensure we are meeting DE&S social value goals, we will run a social value re-alignment session halfway through the contract (month 6) to review our progress and agree which initiatives to continue, discontinue, and new initiatives which can be incorporated.

Order Schedule 5 (Pricing Details)

for Contract No: 709840450 – ‘The provision of a Cyber Security Network Monitoring Assessment across DE&S’

Table 1 – Milestone Payments

Milestone / Line Item	Description	Delivery Date	Acceptance Criteria	Milestone Payment Firm Price £ (ex VAT)
0	<p>Deliverable</p> <p>DE&S CSOC Project Kick-Off Meeting</p> <p>Output: Agreed minutes of the Project Kick-Off Meeting</p>	Within one week of Contract Award	Acceptance shall be provided by the Authority upon submission by the Supplier of the agreed minutes from the Project Kick-Off meeting.	[Redacted]
1a	<p>The Tenderer will commence the assessment of the ‘as is’ DE&S CSOC Network Monitoring Capability across the IT Estate supplied by Industry and identify gaps in monitoring.</p> <p>Output: Presentation of the “As Is” Network Monitoring capability and agreed scope of IT estate to this point in time, which will be a part of the overall report delivered at the end of the programme.</p>	Contract Award + 8 weeks	This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority’s Information Assurance Manager following the review process below.	[Redacted]
1b	<p>Following the delivery of 1a, the Tenderer will provide an updated assessment with further gaps identified in monitoring.</p> <p>Output: Presentation of the updated “As Is” Network Monitoring capability and agreed scope of the IT estate to this point in time, which will be part of the overall report delivered at the end of the programme.</p>	Contract Award + 12 weeks	This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority’s Information Assurance Manager	[Redacted]

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			following the review process below.	
2a	<p>The Tenderer shall ensure that DE&S CSOC conforms to the most recent version of JSP604 Network Joining Rules, including in Rule 11 (Access to JSP will be provided), working with MOD Defence Digital to gather the full CSOC requirements.</p> <p>Output: The Target Operating Model will be aligned to JSP604 and rule 11</p>	Contract Award + 20 weeks	This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority's Information Assurance Manager following the review process below.	[Redacted]
2b	<p>The Tenderer shall provide a detailed breakdown of the current network monitoring capabilities across DE&S and the gaps identified during the Gap Analysis where no network monitoring is available.</p> <p>Output: Presentation of the network monitoring capability and identified gaps against Target Operating Model via provisioning of PDF copy of slides presented.</p>		This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority's Information Assurance Manager following the review process below.	[Redacted]
2c	<p>The Tenderer shall provide suitable technically qualified subject matter experts to support the production of the implementation plan with options on how to fill gaps and exploit current network monitoring capabilities across DE&S to meet JSP 604 Network Joining Rules.</p> <p>Output: The Supplier will provide the Authority with an implementation roadmap alongside a list of recommendations for quick wins towards the overall Target Operating Model. The Supplier will provide these in a PDF summary.</p>		This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority's Information Assurance Manager	[Redacted]

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			following the review process below.	
3a	<p>The Tenderer responsibilities shall extend to sharing knowledge with DE&S Information Assurance Staff to support the ongoing compliance with MOD JSP 604 Policy. This will be for a specific team within DE&S Information Assurance Department and not for the whole of DE&S.</p> <p>Output: Provision of an information sharing plan and a Target Operating Model (Note, the implementation of that Target Operating Model is out of scope for this contract).</p> <p>Provision of workshop to review findings.</p>	Contract Award + 24 weeks	<p>This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority's Information Assurance Manager following the review process below.</p>	[Redacted]
4	<p>The Tenderer shall provide a phase 1 closing report with recommendations prioritised to meet compliance with MOD Policy and utilise the existing network monitoring capability to best effect and value for money.</p> <p>Output: The Supplier will issue the Phase 1 closing report PDF</p>	Contract Award + 28 weeks	<p>This Deliverable will be accepted where the Supplier has presented the output in a format that materially conforms to the description in this Table 1 and has been accepted by the Authority's Information Assurance Manager following the review process below.</p>	[Redacted]
TOTAL				£330,000

Review Process

The Parties agree that the Deliverables will be reviewed and approved (not to be unreasonably withheld) in line with the following procedure:

- Following submission of the Deliverables to the Authority, it has 5 Working Days to provide comments or approval to the Supplier.
- Following receipt of the comments, the Supplier has 2 Working Days to respond to the Authority upon return of the comments.
- Following responses to the above, the Authority has 5 Working Days to respond and provide approval or further comments. Where further

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comments are provided the Authority and Supplier will jointly agree the timelines for resolution.

Where the Supplier received no response from the Authority, the Deliverables will be deemed accepted.

Authority Dependencies

In order to meet the Deliverables outlined in this Schedule 5 the following Dependencies have been identified by the Supplier. Where these Dependencies have not been met, the Supplier and the Authority will work together in the first instance to reprioritise the Deliverables to enable it to be met in a capacity the Authority can support. If there is a change to price the Supplier and Authority will work together to issue a variation to this order form.

[Redacted]

Additional Taskings				
5	Additional Taskings	Additional Taskings are subject to agreement between the parties in accordance with the requirement at Schedule 20 (Order Specification)	Limit Of Liability. [Redacted]	Agreed Rates at Annex A to Schedule 5
Travel and Subsistence				
5a	Travel and Subsistence (T&S) for Additional Services - Tasking.	Travel and Subsistence (T&S) is in accordance with the MOD Business Travel Guide and is payable based on actuals with prior approval from the Authority.	Limit Of Liability [Redacted]	Agreed Rates at Annex A to Schedule 5

Annex A to Schedule 5: Table 3 – Rate Card

Services for additional work not included in Order Schedule 20 – Order Specification under this Call-Off Contract shall be procured via the Tasking Order Form at Order Schedule 25. The Supplier is required to Programme Manage taskings to oversee and facilitate delivery of the required outputs detailed in each authorised Task Order Form in collaboration with the Buyer's representatives. This will include ensuring that outputs follow a common methodology.

The breakdown of the Charges is detailed within each Task Order Form. For each Task Order Form the allowable number of labour days shall be agreed by the Parties in the Tasking Order Form. Payment shall be subject to the Supplier meeting the Critical Acceptance Criteria in each Tasking Order Form.

The cost for each Task Order Form shall be based on the day rates detailed below against a Limit of Liability of £250,000 (Excluding VAT).

Please provide your Day Rate Card.							
Level (cost per day) / Scope	Interface and Data Uploading Services	Configuration Services	Training Services including face-to-face and tailored training materials	Data Migration Services	Data Archiving Services	Technical Subject Matter Expertise	MoD Data Processing Activities
SFIA 1 Follow	N/A	N/A	N/A	N/A	N/A	[Redacted]	N/A

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SFIA 2 Assist	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
SFIA 3 Apply	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
SFIA 4 Enable	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
SFIA 5 Ensure/Advise	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
SFIA 6 Initiate/Influence	[Redacted]	[Redacted]	[Redacted]	N/A	N/A	[Redacted]	N/A
SFIA 7 Set Strategy/Inspire	N/A	N/A	N/A	N/A	N/A	[Redacted]	N/A
Travel and Subsistence (T&S) – The day rates should not include T&S. T&S expenses will be based on a maximum day rate against a Limit of Liability. All T&S costs shall be on a reimbursement basis upon the Supplier providing valid receipts up to the limits specified in the Buyer's policy document "Ministry of Defence – Statement of Civilian Personnel Policy – Business Travel Guide V6.0-2022".							

Order Schedule 9 (Security)

Part A: Short Form Security Requirements

10. Definitions

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

"Breach of Security"	<p>the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,
	<p>in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
"Security Management Plan"	<p>the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time;</p>

11. Complying with security requirements and updates to them

- 11.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 11.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer as part of its Order Procedure it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 11.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 11.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the

Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 11.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

12. Security Standards

- 12.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 12.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 12.2.1 is in accordance with the Law and this Contract;
 - 12.2.2 as a minimum demonstrates Good Industry Practice;
 - 12.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 12.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 12.3 The references to standards, guidance and policies contained or set out in Paragraph 12.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 12.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

13. Security Management Plan

13.1 Introduction

- 13.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

13.2 Content of the Security Management Plan

- 13.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 4.2 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information

and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

13.3 Development of the Security Management Plan

- 13.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 13.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 13.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 13.3.1, or any subsequent revision to it in accordance with Paragraph 13.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 13.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 13.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 13.2 shall be deemed to be reasonable.

- 13.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 13.3.2 or of any change to the Security Management Plan in accordance with Paragraph 13.4 shall not relieve the Supplier of its obligations under this Schedule.

13.4 Amendment of the Security Management Plan

- 13.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 13.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 13.4.3 Subject to Paragraph 13.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 13.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 13.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

14. Security breach

- 14.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 14.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 14.1, the Supplier shall:
- 14.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

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- (a) minimise the extent of actual or potential harm caused by any Breach of Security;
- (b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- (c) prevent an equivalent breach in the future exploiting the same cause failure; and
- (d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

14.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

Order Schedule 17 (MOD Terms)

1 Definitions

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

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2 Access to MOD sites

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not

available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to

which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in an Order Contract, the DEFCONS and DEFFORMS shall prevail.

ANNEX 1 to Schedule 17 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.

The following MOD DEFCONS and DEFFORMS form part of this contract:

DEFCONS

DEFCON No	Version	Description
DEFCON 76	06/12	Contractor's Personnel at Government Establishments
DEFCON 513	07/21	Value Added Tax
DEFCON 515	06/21	Bankruptcy and Insolvency
DEFCON 516	04/12	Equality
DEFCON 522	11/21	Payment and Recovery of Sums Due
DEFCON 524	12/21	Rejection
DEFCON 525	10/98	Acceptance
DEFCON 531	9/21	Disclosure of Information
DEFCON 534	06/21	Subcontracting and Prompt Payment
DEFCON 611	02/16	Issued Property
DEFCON 604	06/14	Progress Reports
DEFCON 608	07/21	Access and Facilities to be Provided by the Contractor
DEFCON 609	07/21	Contractor's Records
DEFCON 625	06/21	Co-operation on Expiry of the Contract
DEFCON 637	05/17	Defect Investigation and Liability
DEFCON 642	07/21	Progress Meetings
DEFCON 658	09/21	Cyber The Cyber Risk Profile (as defined DEFSTAN 05/138) for this requirement is Very Low. The Cyber Risk

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		Assessment Reference is: RAR-970334017
DEFCON 660	12/15	Official Sensitive Security Requirements

Order Schedule 18 (Background Checks)

15. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

16. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

17. Relevant Convictions

17.1 **The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.**

17.2 **Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):**

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Annex 1 – Relevant Convictions

Not Applicable

Order Schedule 20 (Order Specification)

DE&S Digital Cyber Security Operations Centre (CSOC) Capability Partner (Statement of Requirement)

1. Objective

DE&S Digital has made good strides forward in the fight against an ever-increasing cyber threat as we continue to manage our Cyber Security Strategic Risk. DE&S works collaboratively with MOD and NCSC to fulfil its part in defending and protecting our collective Information Assets. We adhere to MOD policies and need to be fully compliant with JSP 604, in particular rule 11 (Defensive cyber operations assurance and cyber network defence compliance). Whilst the DE&S Digital Information Assurance Team has made good progress on its journey to comply with rule 11, we still need a resilient CSOC capability to cover non-MODNet applications across DE&S. This is a complex and challenging project with a timeline that is unachievable without support.

The overall task is to analyse the existing Network monitoring across DE&S, assessing levels of service and parameter of the service i.e. working day, 24/7, part of the main contract or secondary contract etc. We need to build and understand the JSP 604 policy to draw out the compliance requirements to baseline the SOC requirements for DE&S. The Network monitoring analysis and policy requirements should provide an implementation plan with incremental delivery options to support affordability. The same provider will start to implement elements of the plan, working from a call off contract to prioritise activities and manage budgets.

2. Requirements

- 2.1. The Requirement will be priced in accordance with Schedule 5 – Pricing.
- 2.2. The key objectives of this requirement will be for the Supplier to provide a suitably qualified and experienced personnel for the following activity - complimenting the existing internal DE&S Digital Information Assurance (AI) resources:
- 2.3. Work with MOD Defence Digital to gather the full CSOC requirements, to be provided to meet Policy (JSP 604)
- 2.4. Perform the Gap Analysis against MOD CSOC requirements and identify existing monitoring capabilities across DE&S IT estate.
- 2.5. Provide a detailed breakdown of the current network monitoring capabilities across DE&S and the gaps identified during the Gap Analysis where no network monitoring is available.
- 2.6. Produce the implementation plan to fill gaps and exploit current Network monitoring capabilities across DE&S.
- 2.7. Make recommendations for creating the service in DE&S with options to ensure compliance with MOD Policy.
- 2.8. Continue to embed and support adoption of existing CSOC aspirations that have been delivered in previous phases.
- 2.9. Increase capacity of Information Assurance services on offer to DE&S, driving benefit and efficiency.
- 2.10. Continuous improvement regarding the delivery of Information Assurance activity, ensuring our existing and future process delivery is as streamlined and efficient as possible to achieve maximum return on investment.
- 2.11. Skills transfer between the Supplier and DE&S Digital Information Assurance Teams.
- 2.12. Oversight and delivering day to day programme activity, ensuring that issues are escalated in a timely manner and that blockers or issues are dealt with as efficiently and effectively as possible.
- 2.13. Delivering in accordance with the MOD Policy with the skills to ensure that our Security solutions are scalable, supportable, transferable and that the security architecture is coherent and joined up across DE&S.
- 2.14. Planning, Researching and Gathering of Security data to develop a solution to satisfy DE&S Digital Information Assurance Teams requirements.

Annex 1 to Order Schedule 20 – Deliverables

These high-level deliverables are to track the overall project progress and are not linked to payment which is prescribed by Table 1 Milestone Payments in Schedule 5.

Serial	Deliverable	Description	Acceptance Criteria
1	Requirement Outputs	Objectives described in the requirement. Specific outputs contributing to or supporting the delivery of the overall programme objectives described in section 1 of this document.	Delivery of outputs in accordance with Schedule 5, Table 1 Milestone Payments.
2	Project Management Support	The supplier will provide Programme Management support to an agreed set of deliverables described in a set of taskings, as directed by the IA Team Lead. This support should include weekly status reporting to the IA Team Lead for the Task and milestone review and delivery acceptance meetings. Progress of benefits realisation from work delivered via taskings from this contract must be reported at tasking milestone reviews.	Delivery of outputs in accordance with Schedule 5, Table 1 Milestone Payments.
3	Suitably Qualified & Experienced Personnel	Provision of suitably qualified and experienced individuals based on the required SQEP to deliver the requirement.	Provision of individuals whose CVS were submit as part of the bid or where a replacement is required it is someone with suitable/similar skillset.
4	Security Clearance	Resource must be Security Cleared - SC status to be checked with the National Security Vetting agency for the period of the Contract. Note: SC status should have no caveats or restrictions.	Provision of individuals who meet the deliverable objective herein.
5	Government Furnished Equipment & Resource (GFE/GFR)	Ensuring that all activity to support requirement outputs must be performed on MoD assets whether this be MoDNET or MoDCloud. Hardware and access will be provided by DE&S Digital.	Provision of activities on MoDNET or MoDCLOUD, providing the Authority has issued these assets to the Supplier.
6	Physical Location of Activity	Most activity will be performed remotely but there will be requirements to, with reasonable	Agreed attendance at the Authority site where this has been agreed in

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		notice, work from Abbey Wood Bristol and there will be occasionally a requirement to work from potential customer satellite sites – expenses will be reimbursed, in accordance with DE&S T&S policy.	advance with the Authority.
7	Skills Transfer / Knowledge Sharing	Supplier must work closely with existing DE&S IA internal resources – Skills transfer / knowledge sharing will be factored into the requirement outputs. DE&S Digital IA Team will ensure that internal resource is made available to receive skills transfer / knowledge transfer sessions	Towards the end of the programme the Supplier will deliver to the authority 1x full day session to enable knowledge sharing on our findings throughout the programme and methodology used. The Authority will be responsible for facilitating a location and attendees for this session.

Order Schedule 24 (Security Aspects Letter)

[Redacted]

Order Schedule 25 (Tasking Statement of Work)

To: Accenture (UK) Limited

Part 1: Buyer Requirement

TASK Reference:	Task Title:		
Date Raised:	Delivery Required:		
PO Number:			

STATEMENT OF WORK (INCLUDING ACTIVITIES, DELIVERABLES AND ACCEPTANCE CRITERIA):

DELIVERABLES DESCRIPTION:

DELIVER BY DATE:

ACCEPTANCE CRITERIA

<u>SERIAL</u>	<u>OUTPUT DESCRIPTION</u>	<u>Outcome</u>	<u>ACCEPTANCE CRITERIA</u>
1.			
2.			
3			
4*			

**Add/remove lines items as appropriate*

ALL TERMS AND CONDITIONS OF CONTRACT 709840450 SHALL APPLY TO THIS TOF. THE FOLLOWING ADDITIONAL TERMS & CONDITIONS SHALL ALSO APPLY (INC ADDITIONAL INTERLELECTUAL PROPOERY RIGHTS AS APPLICABLE):

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Important Notes for Supplier:					
T&S (is / is not) envisaged for this tasking.					
All supplier personnel engaged on this task to have SC level of clearance or be working towards obtaining SC clearance.					
Details of the personnel responsible for the performance of the proposed outputs needs to be provided to DE&S.					
These details will be used to confirm SC status and for the on-boarding process to gain MODNET access and site passes for MOD Abbey Wood.					
Authority Project Manager (PM)					
Name and Position:		Signed:		Date:	
Telephone No:		Email Address:			

Part 2: Supplier Proposal

OVERVIEW OF SUPPLIER DELIVERY			
[Supplier to outline their Firm Price proposal to the Part 1 – Requirement above]			
THIS FIRM PRICE PROPOSAL IS VALID UNTIL (DATE):			
PAYMENT PLAN: [Supplier to propose a payment plan that allows for progress payments against the deliverables required to deliver this task and to be invoiced in arrears. At least 25% of the overall fee shall be allocated to the final deliverable. Prices shall be in accordance with the agreed rate card at Annex A to Schedule 12 of the contract.			
Item	Deliverable	Delivery Date	Amount £ excl. VAT
Total			£
The above payment plan is based on the Supplier's assessment of the following recourses required to deliver the outputs:			
SFIA Level	Day Rate	Days	TOTAL MAXIMUM PRICE (ex VAT)
TOTAL FIRM PRICE (ex VAT)			£
Acceptance Criteria and Payment Plan:			
Payment is dependent on the delivery of the deliverables as per Part 1 - Requirement and achievement of the acceptance criteria for each deliverable. Payment will be made in arrears. All deliverables need to be confirmed by the Buyer's representative for the Tasking Order Form as having met the acceptance criteria. If not accepted the Buyer shall identify what rectification is needed by the Supplier for the outputs to be accepted. If rectification is not possible a reduction in			

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price should be agreed between the Parties and payment against the outputs will be deferred until such agreement has been reached.

Travel & Subsistence (T&S)

Description	Maximum £ (incl. VAT)
Expenses T&S (maximum) supported by receipts, travel expenses allowable from usual place of residence to MoD, Bristol Abbey Wood or other work site as approved by MoD DE&S.	

CONTRACTOR'S AUTHORISING REPRESENTATIVE

Name and Position:		Signed:		Date:	
Telephone No:		Email Address:			

Part 3. Buyer Authorisation

Note: The Supplier shall not proceed with the Tasking Order Form until a fully authorised Tasking Order Form has been received

AGREED FIRM PRICE:	£ (Ex VAT)
AGREED DELIVERY DATE:	

BUYER REPRESENTATIVE AUTHORISATION I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved.	NAME:	
	SIGNATURE:	
	TITLE:	
	DATE:	

BUYER FINANCE AUTHORISATION I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken.	NAME:	
	SIGNATURE:	
	TITLE:	
	DATE:	

BUYER COMMERCIAL AUTHORISATION Required for all Tasks before commencement of work	NAME:	
	SIGNATURE:	
	TITLE:	
	DATE:	

Part 4. Task Completion Confirmation

Note: A copy of the finally authorised form should be provided to the Commercial point of contact for the contract file and to enable Supplier Invoicing and Payment.

I, the Contractor Representative, confirm that all the Milestones or Deliverables, for Task [Task Reference] have been delivered to the Authority.		
CONTRACTOR AUTHORISING REPRESENTATIVE	NAME:	
	SIGNATURE:	
	TITLE:	
	DATE:	

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I the Buyer Representative confirm that all Deliverables for Task **[Task Reference]** under Contract 709840450 have been delivered and met the acceptance criteria for each deliverable and / or any agreed rectification has been taken.

I understand that by signing this Task Order Form the payment for the final deliverable should be released to the Supplier.

Please provide any comments as to any rectification activity that was required in the delivery of this Task:

BUYER REPRESENTATIVE AUTHORISATION	NAME:	
	SIGNATURE:	
	TITLE:	
	DATE:	