



Crown  
Commercial  
Service

## **Digital Outcomes and Specialists 5 (RM1043.7/CCT 997)**

### **Framework Schedule 6 (Order Form)**

Version 2

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

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: RM1043/CCT997

Call-Off Title: Service Management Technical Integrated Solutions - SMITS Programme  
Technical Support Requirements

Call-Off Contract Description:

We are looking for Technical support on the SMITS Programme to deliver packages of work for SMITS C4IS/OSM SERVICE MANAGEMENT TOOLING CAPABILITY, ITSM TECHNICAL ARCHITECTURE AND COMMON INTEGRATION LAYER SME. The Supplier will work with our teams, delivering outcomes across our services

The Buyer: Defence Digital, Ministry of Defence, Professional Services

Buyer Address:

MOD Corsham  
Westwells Road  
Corsham Wiltshire  
SN13 9NR

The Supplier:

Husys Limited  
Little Springfield, 77 North Road, Hythe, Kent, CT21 5ET

[REDACTED]

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

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 11<sup>th</sup> May 2021 issue 1.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

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

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

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

### **Call-Off Lot**

DOS Digital Outcomes Lot 1 from Framework Schedule 1 (Specification)

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

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

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

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

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) NOT USED
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) NOT USED
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) NOT USED
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking) NOT USED
  - Call-Off Schedule 17 (MOD Terms)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 19 (Scottish Law) NOT USED
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law) NOT USED
  - Call-Off Schedule 25 (Ethical Walls Agreement) NOT USED
  - Call-Off Schedule 26 (Cyber Essentials Scheme) NOT USED

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

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

### Call-Off Special Terms

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

- ○ **DEFCON 658 (Edn 10/17) –Cyber**  
The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Reference RAR-JECW237F
- **DEFCON 659A (Edn 02/17) – Security Measures Conditions**
- **DEFCON 660 (Edn 12/15) –Official-Sensitive Security Requirements**
- **DEFCON 531 (Edn 11/14) – Disclosure of Information**

**o AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the DOS 5 Call Off Contract and for the avoidance of doubt, award of the DOS 5 Call Off Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

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

Call-Off Start Date: 1<sup>st</sup> June 2021

Call-Off Expiry Date: 31st May 2022

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 2 x 6 Month(s)

Minimum Notice Period for Extensions: 3 Month(s)

Call-Off Contract Value: £574,488

### **Call-Off Deliverables**

#### **Option A: Technical Services**

[REDACTED]

[REDACTED]

[REDACTED]

#### **Buyer's Standards**

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

Valid SC clearance must be in place prior to the contract starting and be valid for the whole performance of the contract.

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The annual total liability of either Party for all Property Defaults will not exceed [REDACTED]

The annual total liability for Buyer Data Defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

The annual total liability for all other Defaults will not exceed the greater of [REDACTED] or [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

### **Call-Off Charges**

#### **Reimbursable Expenses**

All T&S must be approved by the Authority's Project Manager or nominated DD representative prior to bookings being made/or costs incurred. Failure to secure prior

acceptance will result in the rejection of associated T&S costs and invoices.

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All T&S must be approved by the Authority's Project Manager or nominated DD representative prior to bookings being made/or costs incurred. Failure to secure prior acceptance will result in the rejection of associated T&S costs and invoices.

Travel:

<u>Allowance Type</u>	<u>Rate</u>
-----------------------	-------------

Public Transport	Economy only
Motor Mileage Allowance	


Subsistence:

You can claim Receipted expenditure, within the detailed limits below. These are not flat-rate payments but ceilings for actual expenditure incurred. The ceilings therefore are not cumulative and apply only to the specific element of the claim. Supplier must obtain and retain itemised receipts for all claims.

<u>Allowance Type</u>	<u>Rate</u>
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Any requirement for overnight stays should be discussed and agreed with the Buyer.

### Payment Method

The payment method for this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

### Buyer's Invoice Address


### Buyer's Authorised Representative


[REDACTED]  
[REDACTED]  
[REDACTED]

**Supplier's Authorised Representative**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Supplier's Contract Manager**

[REDACTED]  
[REDACTED]  
[REDACTED]

**Progress Report Frequency**

- Weekly progress update
- Summarise weekly progress update based on supplier delivery and progress status
- Monthly Highlight report
- Produce a highlight report detailing the deliverables and outcomes achieved
- QA and CSI Assurance
- Ensuring all the deliverables meets the agreed quality standards i.e. zero defect and no impact to business process, documental evidence to substantiate defined quality parameters
- Applying the lessons learned from earlier on-boarding process into new MSPs on boarding as part of CSI
- Adhere to the success stories across industries and implemented the best practices thereby contributing to CSI

**Key Staff**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]



**Key Subcontractor(s)**

■

**Commercially Sensitive Information**

- 1      o DEFCON 660 (Edn 12/15) –Official-Sensitive Security Requirements
- 2      o DEFCON 531 (Edn 11/14) – Disclosure of Information

**Balanced Scorecard NOT USED**

**Material KPIs NOT USED**

**Material KPIs**

NOT USED

**Additional Insurances**

NOT USED

**Guarantee**

NOT USED

**Social Value Commitment**

NOT USED

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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

■  
■  
■  
■

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

■  
■  
■  
■

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

## **Appendix 1**

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

### **TECHNICAL SUPPORT TASKS, DELIVERABLES AND ACCEPTANCE CRITERIA**

**SME FOR SMITS C4IS/OSM SERVICE MANAGEMENT TOOLING CAPABILITY - ITSM  
TECHNICAL ARCHITECTURE AND COMMON INTEGRATION LAYER SME**

**[REDACTED]**

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

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

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

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

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

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

NOT USED

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

- 1 **Call-Off Contract Specification – Deliverables Context**  
**SOW Deliverables Background:** See below
- 2 **Buyer Requirements – See below**

**SOW Deliverables**

**NOT USED**

**Delivery Plan:**

NOT USED

**Dependencies:**

[REDACTED]

**Supplier Resource Plan:**

NOT USED

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

The level of clearance for this requirement is: SC

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

NOT USED

**Performance Management:**

NOT USED

**Additional Requirements:**

NOT USED

**Key Supplier Staff:**

**NOT USED**

**SOW Reporting Requirements:**

NOT USED

**Charges**

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

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

:

**For and on behalf of the Buyer**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

## **Annex 1**



Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]