



**Crown  
Commercial  
Service**

# CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

PART A Order Form , Specific Terms and  
PART B Schedules  
PART C RM3764ii Standard (non-variable)Terms  
(held online)

<b>Buyer Ref:</b>	<b>CCTS19A10</b>
<b>Date sent to supplier:</b>	09/08/2019
<b>Purchase Order Number:</b>	TBC

## This agreement is between:

the “Buyer”

The Department for Transport  
REDACTED INFORMATION

the “Supplier”

NCC Group Security Services Limited. Trading as NCC Group  
04474600  
REDACTED INFORMATION (registered office address)

Together the “Parties”

## Service delivery contact details:

<b>Buyer:</b>	<b>Name:</b>	REDACTED
	<b>Title:</b>	Cyber Security Lead – Aviation and Maritime, Transport Security
	<b>Email:</b>	REDACTED
	<b>Telephone:</b>	REDACTED
<b>Supplier:</b>	<b>Name:</b>	REDACTED
	<b>Title:</b>	REDACTED
	<b>Email:</b>	REDACTED
	<b>Telephone:</b>	REDACTED



# PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2-RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

## Call-Off Contract term:

1. **Commencement Date:** [12/08/2019 ]
2. **Length of Contract:** 12<sup>th</sup> August 2019 – 31<sup>st</sup> March 2020 with the option to extend until 11<sup>th</sup> August 2020

## Contract Charges and payment

3. **The method of payment for the Contract Charges (GPC or BACS):** [BACS ]
4. **Invoice details**
  - 4.1. Where and how to send invoices [Invoices should be submitted on completion of each agreed milestone. Each invoice must include a Valid PO number and be submitted either by email or post NOT both. ]
  - 4.2. Who to send invoices to: [REDACTED ]
  - 4.3. Invoice information required: *e.g. PO, Project* [A detailed elemental breakdown of work completed and associated costs. All invoices must include a valid PO number ]
5. **Invoice Frequency** [On completion of each agreed milestone ]
6. **Contract Charges** [Total contract value fo £100,000.00 ]

## Buyer contractual requirements:

7. **Services required: \*** For the supply of [Cyber Security Services 2] part of project ref: [CCTS19A10].  
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** [The location of the services will be the Suppliers premises within the UK. Any anticipated travel and expenses incurred from engagement with stakeholders or the Authority must be included in the bid price. ]
9. **Relevant convictions:** [N/A ]
10. **Staff Vetting and Security Clearance:** [The Suppliers staff must have successfully completed the staff vetting required or must confirm they are willing to undertake CTC Staff Vetting prior to commencing any work. ]
11. **Local health and safety procedures:** [Not Applicable ]
12. **Non-Disclosure requirements:** [N/A ]
13. **Exit Planning:** [As per Clause 11 of Framework RM3764ii terms and conditions ]
14. **Security Requirements:** [As per Clause 21 of Framework RM3764ii terms and conditions. ]  
(including details of Security Policy and any additional Buyer security requirements) \*\*
15. **Protection of Buyer Data:** [As per Clause 21 of Framework RM3764ii terms and conditions. ]
16. **Standards:** [CESG Cyber Security Consultancy Standard ]
17. **Business Continuity and Disaster Recovery:** [N/A ]
18. **Insurance:** [As per Clause 16 of the [framework agreement RM3764ii](#)  
*Liability Insurance – minimum level of cover £5,000,000*  
*Professional Indemnity – minimum level of cover £2,000,000* ]

## Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

**19. Supplemental requirements in addition to the Call-Off Terms** [Not Applicable.]

**20. Buyer Specific Amendments to the Call-Off Terms**

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain 90 Working days from the date the Buyer accepts the release of work.
18	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain <ul style="list-style-type: none"> <li>• direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring</li> <li>• £500,000 or a sum equal to 200% depending on the liability damage/loss or impact  </li> </ul>
39	Termination Events Material Breach	Will remain 15 consecutive Calendar Days

### Further information:

#### \*\* Security Requirements Note:

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

#### What is a security aspects letter?

Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

## Winning Supplier's information:

**21. Suppliers commercially sensitive information**

[Winning supplier to confirm any commercially sensitive information from their bid. |

**22. Key Sub-Contractors**

[REDACTED INFORMATION |

**23. Contract Charges**

**Total Contract Value of £100,000.00**

REDACTED



## Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](#))
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](#).

### SIGNED:

	Supplier:	Buyer:
Name:	[ ]	[ ]
Title:	[ ]	[ ]
Signature:	<p style="text-align: center;">X</p> <hr style="width: 80%; margin: auto;"/> <p>Select date  </p>	<p style="text-align: center;">X</p> <hr style="width: 80%; margin: auto;"/> <p>Select Data  </p>

# PART B – THE SCHEDULES

## SCHEDULE 1 – SERVICES NEEDED

### DEFINITIONS

Expression or Acronym	Definition
DFT	Department for Transport
ATM	Air Traffic Management
BA	British Airways
CAA	Civil Aviation Authority
CNI	Critical National Infrastructure
CPNI	Centre for the Protection of National Infrastructure
ACI	Airports Council International
ENISA	European Network and Information Security Agency
IATA	International Air Transport Association
ICAO	International Civil Aviation Organisation
NCSC	Nation Cyber Security Centre
BPSS	Baseline Personnel Security Standard
CDM	Collaborative Decision Making
NCSC	National Cyber Security Centre

### SCOPE OF REQUIREMENT

The Supplier must ensure they engage with a minimum of five airlines as well as some specific airports. The identities of which the Buyer will inform the Supplier.

The Supplier must engage and meet with at least four key industry service and data providers that provide services to UK airports and UK airlines.

The Buyer will specify at least four service and data providers to the Supplier. Some of these third party providers may be based outside the UK so some international travel may be required.

### OUT OF SCOPE:

The Supplier will not be required to engage with non-UK airports. This also means that the Supplier will not be required to engage with third party providers that only provide a service to non-UK airport and airlines. However, if the Supplier is able to utilise current relationships with international airports, this would be welcome.

Air Traffic Management (ATM) related data will be out of scope of this project (with the possible exception of airport Collaborative Decision Making (CDM) data flows that assist ATM providers with slot allocation and planning).

### THE REQUIREMENT

A consultancy-based exercise to identify and quantify the relative importance of suppliers to the aviation sector. The Supplier should engage with key industry partners including UK airports, airlines,

the data/service providers and pan-industry organisations (such as IATA and ACI). This will include arranging and travelling to meetings with appropriate staff members from the industry.

In the report, the Supplier will need to present the outcomes of the meetings with the industry partners along with an assessment of the maturity of cyber security resilience at the service suppliers.

The Supplier will need to write ONE electronic report.

The report will be written for Government and will outline any potential impacts from loss of service due to a compromise of third party data provider's networked and information systems. Potential causes of compromise or unavailability of systems to be considered should not be restricted to cyber-attacks, but should include physical damage to critical systems such as flooding and fire damage. The report should also provide next steps for government departments to mitigate against any vulnerabilities identified. The report should further highlight any commonalities and variations in responses across the industry partners.

### **KEY MILESTONES AND DELIVERABLES**

The Supplier shall have the resource and capacity to commit to the key milestones listed below.

The Supplier should note the following project milestones that the Buyer will measure delivery against.

The following Contract deliverables shall apply:

Deliverable	Description	Anticipated Timeframe/ Delivery Date
1	Inception Meeting	Within 1-2 weeks from Contract Award
2	Delivery of first draft of report	Within sixteen (16) weeks of Contract Award

### **MANAGEMENT INFORMATION/REPORTING**

The Buyer will need to ensure that sign-off and comments on the final report are provided as per the agreed timetable.

In order to ensure that industry partners are as open as possible in their engagement with the Supplier, the Buyer will provide a covering letter to the Supplier. The letter will explain that one government-facing report will be produced; one for DfT, NCSC and CAA which will not be shared beyond that group. The letter will also explain the Buyer will not take any regulatory or punitive action with individual organisations in response to the findings.

The Supplier will work closely with the Buyer to ensure the project remains in scope and on track.

### **CONTINUOUS IMPROVEMENT**

Changes to the way in which the Services are to be delivered must be brought to the Buyers attention and agreed prior to any changes being implemented.

### **QUALITY**

The Supplier shall state how they will ensure a quality product and provide Quality Assurance through the provision of a Quality Plan. They may provide a summary of the Quality Assurance arrangements, principles, standards and checks they will use within the project.

### **STAFF AND CUSTOMER SERVICE**

The Buyer requires the Supplier to provide a sufficient level of resource throughout the duration of the Data Dependencies continuation in order to consistently deliver a quality service to all Parties.

Suppliers staff assigned to the Data Dependencies continuation shall have the relevant qualifications and experience to deliver the Contract.

The Supplier shall ensure that staff understand the Buyers vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

### **SERVICE LEVELS AND PERFORMANCE**

The Buyer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Progress Report Fortnightly	Progress reports will be supplied to the Buyers project manager by phone or email (to be confirmed). This will include a summary of progress against the delivery.	100%
2	Risk monitoring Weekly	The Supplier will raise any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements.	100%
3	Communication Every two (2) working days	The Supplier shall acknowledge any communications from the contract/project manager within 2 working days	100%
4	Emergencies Every two (2) working days	If there is an urgent issue, the Supplier shall make the contract manager aware of this within 2 working days.	100%

In the event that the Supplier is unable to provide a product to the agreed quality within the specified time the Buyer reserves the right to retain payment, either in whole or in part.

### **SECURITY AND CONFIDENTIALITY REQUIREMENTS**

The Supplier must be able to handle and store classified material up to and including OFFICIAL SENSITIVE level. The project report will be classified at OFFICIAL SENSITIVE.

Information classified at OFFICIAL SENSITIVE level relating to this project should not be communicated electronically, except between the Supplier and the Buyer (and other parties approved by the Buyer) and then only using the methods below.

The Supplier will ensure the security of the information in transit. Electronically this will involve using software (for example Egress Switch system) to encrypt the files, preferably using AES-256, or other measures that offer an equivalent level of protection.

Any passwords used to encrypt files should be complex and should be conveyed separately to the files themselves.

Any electronic files should be stored on an IT system that has access controls that only allow approved personnel with a genuine 'need to know' to access them to read and copy. The IT system should be protected by an appropriate firewall.

Once electronic files are no longer needed they must be deleted from the IT system in a way that makes recovery unlikely, either by overwriting the storage space or eventual dilution and deterioration on a busy shared storage system.

Paper copies (including drafts and notes) and any removable electronic storage must be locked away when not in use to prevent unauthorised access. Printed material should be marked OFFICIAL SENSITIVE and numbered to ensure no copies are lost. Paper and printed material should be shredded when no longer needed.

If any paper copies are to be posted, advice should be sought from the Buyer.

Access to all material generated by this project (not included source data unless supplied by the Buyer) must be on a limited and controlled basis, by persons approved by the Buyer.

Any personal information obtained under this contract must be controlled in compliance with the General Data Protection Regulations (GDPR).

Further information on security classification is available on the Cabinet Office website at the following addresses:

<http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>.

<https://www.gov.uk/government/publications/security-policy-framework>

### **PAYMENT AND INVOICES**

Prices should be submitted in pounds sterling and be inclusive of expenses and exclusive of VAT.

The Buyer require invoices to be submitted each calendar month of the project.

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

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

The Buyer shall pay the Supplier within Thirty (30) calendar days of receipt of a valid invoice, paid against a valid Purchase Order issued by the Buyer; the method of payment will be by BACS.

## SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

**REDACTED**



## **SCHEDULE 3 - BUYER RESPONSIBILITIES**

The Buyer will provide the Supplier with a letter of introduction to selected ports

## **SCHEDULE 4 – NON-DISCLOSURE AGREEMENT**

Not Required

## SCHEDULE 4 – STATEMENT OF WORK (SoW) Not Used

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

- The initial Service Delivery Plan – developed for this SoW
- Addition documents to support the deliverables
- High level objectives for this SoW

### Overview:

<b>SoW start date:</b>	[Select Date ]
<b>SoW Reference:</b>	[ ]
<b>Buyer:</b>	[Buyer Full Name ]
<b>Supplier:</b>	[Supplier Full Name ]
<b>Sub-Contractors:</b> <i>(list all sub-contractors)</i>	[ ]
<b>Overall Estimated Service Completion Date:</b> <i>(the "Completion Date")</i>	[Select Date ]
<b>Duration of SoW</b> <i>(How long the SoW will last – expressed as Working Days)</i>	[ ]
<b>Charging Mechanism(s) for this SoW:</b> <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Choose an item.

### Key Personnel:

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

**Table of Key Personnel:**

Name	Role	Details
[ ]		

## Deliverables:

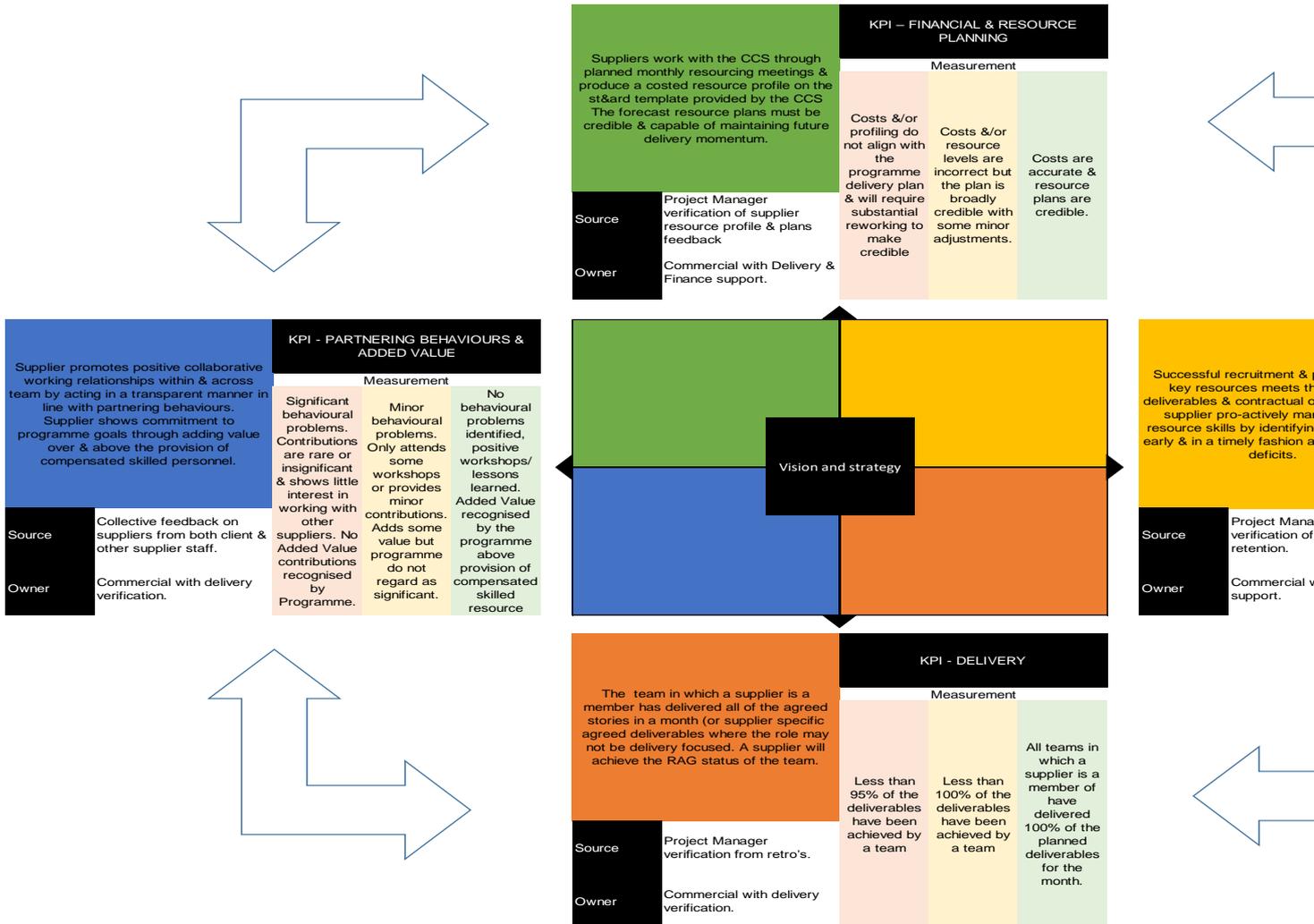
- Enter Deliverables.

## Additional Requirements

Insert

## Balanced scorecard & KPIs:

In addition to the Supplier's performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIs for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](#)



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## Contract Charges:

The Maximum Price for this SoW is: £xxxxxx |

The preferred charging mechanism for this SoW is: *(Please tick below)*

- CAPPED TIME AND MATERIALS (complete Time and Materials table)
- TIME AND MATERIALS (complete table below)
- FIXED PRICE (complete table below)
- MILESTONE DELIVERABLES

The detail behind each charging mechanism is found below.

### Capped Time and Materials

- The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
- The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
- Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

### Time and Materials (T&M)

- The T&M pricing structure shall apply:
  - ✓ for Services delivered (or as agreed otherwise by the Parties); and
  - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
  - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
  - or pro rata for every part of a day that the Supplier Staff are actively performing the Services
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Cyber Security Roles	Experience Level/ Day Rate/planned duration for this SoW						Total
	Practioner Day Rate £	Planned Duration No. of Days	Senior Practioner Day Rate £	Planned Duration No. of Days	Lead Practioner Day Rate £	Planned Duration No. of Days	
<b>Total value of this SoW:</b>							
<b>Estimated Contract Charge:</b> <i>(23. of the Order Form)</i>							
<b>Remainder of value under Estimated Contract Charge:</b> <i>(23. of the Order Form minus All SoW total values)</i>							
<b>Is there any risk to exceed Estimated Contract Charge:</b> <i>Y/N &amp; Comments below.</i>							Choose an item.
<b>Comments:</b>							

**Fixed Price**

- Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
- The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
- Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

Fixed Charge	Description	Service Period (or if Payment linked to Milestones then, Milestone Date)	Breakdown By Role and Duration
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

**Milestone Deliverables**

- Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
- The Supplier must complete the service Deliverable by the due date.
- The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
- Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

## Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**SIGNED:**

	Supplier:	Buyer:
Name:	[ ]	[ ]
Title:	[ ]	[ ]
Signature:	<p>X</p> <hr/> <p>Select date  </p>	<p>X</p> <hr/> <p>Select Data  </p>

Please send copies of all SoW to Crown Commercial Service email: [Cloud\\_Digital@crowncommercial.gov.uk](mailto:Cloud_Digital@crowncommercial.gov.uk) titled Cyber Security Services 2 SoW.

## SCHEDULE 6 - CONTRACT CHANGE NOTE NOT USED

Call-Off Contract reference:

Contract Change note variation number:

### This amendment to the agreement is between:

#### the “Buyer”

#### the “Supplier”

### The variation:

The Contract is varied as follows and shall take effect on the date signed by both Parties:

#### Full Details of the proposed change:

#### Reason for the change:

#### Likely impact, if any, of the change on other aspects of the Contract:

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

### Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

#### SIGNED:

	Supplier:	Buyer:
Name:	<input type="text" value=""/>	<input type="text" value=""/>
Title:	<input type="text" value=""/>	<input type="text" value=""/>
Signature:	<p><input type="text" value="X"/></p> <hr/> <p><input type="text" value="Select date"/></p>	<p><input type="text" value="X"/></p> <hr/> <p><input type="text" value="Select Data"/></p>

# PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website:

<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii>