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

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

Version 2

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

### **Order Form**

Call-Off Reference: **[702805450]**

Call-Off Title: **[ISG (Interoperability Services and Gateways) Security Assurance Coordinator]**

Call-Off Contract Description: **[The role is aimed at an experienced Security Assurance Coordinator and involves meeting the requirements of JSP 440, the Defence Manual of Security and ensuring systems meet accreditation standards. Extensive knowledge of Government and Defence Systems is essential.]**

The Buyer: **[Alister White UKStratCom DD-CM-MT-CS-17]**

Buyer Address: **[Spur B2, Bldg 405, MoD Corsham, Wiltshire SN13 9NR]**

The Supplier: **[People Source Consulting Limited]**

Supplier Address: **[1 George's Square, Bath Street, Bristol, BS1 6BA]**

Registration Number: **[04389799]**

DUNS Number: **[Insert if known]**

SID4GOV ID: **[Insert if known]**

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **[06 May 2022]**.

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**

#### **[Lot 2: Digital Specialists]**

### **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)
    - Joint Schedule 7 (Financial Difficulties)
    - 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)
  - 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)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 17 (MOD Terms)
  - Call-Off Schedule 20 (Call-Off Specification)

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.

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

Call-Off Start Date: [16 May 2022]

Call-Off Expiry Date: [31 Mar 2023]

Call-Off Initial Period: [11 Months]

Call-Off Optional Extension Period: [2.5 Month(s)]

Minimum Notice Period for Extensions: [1 Month(s)]

Call-Off Contract Value: [£170,500.00 (ex VAT)]

**The Limit of Liability for T&S is £5,500.00 (ex VAT), paid on Authority acceptance of actuals at MoD Civilian Rates. Authority approval is required prior to any travel]**

Worker Engagement Route: IR35: The Off Payroll Working Rules do not apply and there is no requirement to issue a Status Determination Statement

Valid DV clearance and STRAP required prior to the contract starting and for the duration of the contract due to the projects the individual is required to work with.

### **Call-Off Deliverables**

[Option A:

**[Provide security assurance to High Assurance Gateway projects across Interoperability Services and Gateways (ISG). The Security and Assurance Coordinator (SAC) will be needed to sustain and support existing live services as well as new capability tasking. The contracted SAC will be needed to provide advice and support to ISG Project Managers working on high assurance gateways.]**

[Location: Defence Digital, Building 405, Spur D1, Westwells Road, MOD Corsham, SN13 9NR]

[Details: **Working with Civilian, Military and contractors within the MOD and wider Defence industry. All tasking will be based at MOD Corsham with a hybrid working pattern of working at MOD Corsham with some limited home working, where tasking allows. You are required 5 days a week, the working day is 8 hours to include 30 minutes for lunch. Day visits may be required within the UK.]**

### **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:

### **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.

### **Call-Off Charges**

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

#### **1 Fixed Price**

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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### **Reimbursable Expenses**

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

**The Limit of Liability for T&S is £5,500.00 (ex VAT), paid on Authority acceptance of actuals at MoD Civilian Rates. Authority approval is required prior to any travel]**

Payment Method

**[CP&F]**

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

[Lauren Owens]

[UKStratCom DD-CIS-DPS-ISG58]

[Lauren.Owens105@mod.gov.uk]

[Interoperability Services and Gateways, Floorplate D1, Bldg. 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR ]

### **Buyer's Authorised Representatives**

#### **Project lead**

[Sarah Hodgman ]

[UKStratCom DD-CIS-DPS-ISG55]

[sarah.hodgman100@mod.gov.uk]

[Building 405, Spur D1, MOD Corsham, Westwells Road, Corsham, Wiltshire. SN13 9NR]

#### **Commercial Lead**

[Alister White]

[UKStratCom DD-CM-MT-CS-17]

[030 6770 1616]

[alister.white226@mod.gov.uk]

[Commercial-CS-17 IT Hardware & Service Category Defence Digital Commercial /Strategic Command Spur B2, Bldg 405, MoD Corsham, Wiltshire SN13 9NR]

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

Nick Snelling

Associate Director

07766 142 766

nicksnelling@peoplesource.co.uk

1 George's Square, Bath Street, Bristol, BS1 6BA

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

Mary Scudamore

Senior Business Services Executive

0117 4571750

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businessservices@peoplesource.co.uk

1 George's Square, Bath Street, Bristol, BS1 6BA

**Progress Report Frequency**

[On the first Working Day of each calendar month]

**Progress Meeting Frequency**

[Quarterly on the first Working Day of each quarter]

**Commercially Sensitive Information**

Not applicable

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

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

**Statement of Works**

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

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

Signature: redacted

Name: Mary Scudamore

Role: Senior Business Services Executive

Date: 05/05/2022

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

Signature: redacted

Name: Alister J White

Role: Commercial-CS-17

Date: 06 May 2022

[**Buyer guidance:** execution by seal / deed where required by the Buyer]

## Appendix 1

**[Insert** 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)].

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

1. SOW Dated 16<sup>th</sup> May 2022

**Provide security assurance to High Assurance Gateway projects across ISG (Interoperability Services and Gateways). The Security and Assurance Coordinator (SAC) will be needed to sustain and support existing live services as well as new capability tasking. The contracted SAC will be needed to provide advice and support to ISG Project Managers working on high assurance gateways.**

### HAG SECURITY ASSURANCE CO-ORDINATOR DELIVERABLES

The HAG Security Assurance Co-ordinator deliverables include, but are not limited to:

- Define Vulnerability Assessment/Penetration (VA/PEN) Testing Scope for Gateways/ Interoperability services, including requesting VA/PEN tests, provision of advice and guidance on the identification of Security Enforcing Functions (SEF) within the designs.
- Review of HLDs and LLDs.
- Completion of DART and its maintenance in respect of the various gateways.
- Define CTAS scope, including identification of SEF within the gateway/Interoperability Exchange Services designs.
- Production of Security Requirements Statements, (SRS) for the major gateway components and through life maintenance.
- Identification of residual risk and maintenance of Risk Register.
- Production of Risk Balance Cases.
- Production and Review of RMADS for each gateway including assessment of each of the gateway major components.
- Production and Review of Operational Security Management Plans and associated documentation including:
  - Forensics Readiness Plans
  - Protective Monitoring Plans
  - Incident Management Plans
  - User SyOps



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- Information Assurance Plans
  - Insider Threat Plans
- Ensuring that the projects have sought the right advice and guidance on all aspects of Information Assurance.
- Reviewing the ITHC testing and remediation plans.
- Auditing the suppliers to ensure that the correct level of due diligence is being performed.
- Reviewing Supporting documentation from suppliers.
- Production of Pre Privacy Impact Assessments, (Pre - PIA)
- Production of PIAs.
- Production of MOD Code of Connections.
- Production of MOD Statement of Connection Conformity specific to the gateway designs.
- Chair of SWG followed by the production and distribution of all outputs.
- Chair of Security Surgeries followed by the production and distribution of all outputs.
- Audit of live operations and Inspection of Protective Monitoring System and related components.
- Close liaison with Delivery Partner Security Staff.
- Maintaining close liaison with Accreditor to ensure that all aspects of the required documentation are in place to attain and subsequently maintain system accreditation.
- Maintain close liaison with NCSC Cross Domain Solutions, (CDS) Team.
- Witness system performance post changes in the designs to evaluate the security impacts on the test rig prior to formal roll out of any proposed change.

To conduct the SAC role the individual should possess a detailed specialist knowledge and experience:

- DV STRAP/TK Clearance.
- CCP Senior SIRA status (current/previous).
- Detailed knowledge of Government IA Policy, including JSP440, JSP604, IS1/2, DIANS and NCSC IA guidance.
- Detailed knowledge of gateway design and capability including NCSC Architectural Patterns and an in depth understanding of how NCSC work.
- Detailed knowledge of Security Requirements and related compliance/noncompliance within the designs.

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- Detailed knowledge of OSMP documentation.
- Detailed knowledge of how the accreditation process works within the UK Government and Defence systems.
- Detailed knowledge of the Assurance Plan in respect of the gateways.
- Detailed knowledge of associated Risks and Threats specific to the gateways.
- Detailed knowledge of the T&A process that is implemented across Government and Defence system projects.

All deliverables are to be produced as per the project schedule timelines, which will be available on commencement of the contract.

## **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:**

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

## 3 Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary] ]

**Cyber Essentials Scheme:**

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

**SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

**Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

**4 Charges**

**Call Off Contract Charges:**

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

**Rate Cards Applicable:**

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**[Insert]** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

**Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at £**[Insert]** **[OR [Insert]** percent (**[X]**%) of the Charges payable under this Statement of Work.]

[None]

**[Buyer]** to delete as appropriate for this SOW]

**5 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**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1

### Data Processing

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li><li>• [Insert the scope of other Personal Data provided by one Party]</li></ul>

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]