

## Order Form

ORDER REFERENCE: Project\_4792

THE BUYER: The Secretary of State for the Department for Education (“DfE”, “the Buyer”)

BUYER ADDRESS Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

THE SUPPLIER: Fidus Information Security Ltd

SUPPLIER ADDRESS: St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, United Kingdom

(if registered)]

REGISTRATION NUMBER: 10684689 (if registered)

DUNS NUMBER: 222850531

DPS SUPPLIER REGISTRATION SERVICE ID: [if known]

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 22<sup>nd</sup> February 2022.

It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):  
**Cyber Security Services 3, Lot 1**

## 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:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM3764iii
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)  
Redacted
    - Joint Schedule 6 (Key Subcontractors) Not Applicable
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) - Not Applicable
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)  
Redacted
  - Order Schedules for RM3764iii

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    - Order Schedule 1 (Transparency Reports)  
Redacted
    - Order Schedule 2 (Staff Transfer)      Redacted
    - Order Schedule 4 (Order Tender)  
Redacted
    - Order Schedule 5 (Pricing Details)Redacted
    - Order Schedule 6 (ICT Services)
    - Order Schedule 7 (Key Supplier Staff)Redacted
    - Order Schedule 8 (Business Continuity and Disaster Recovery)  
Redacted
    - Order Schedule 9 (Security)Redacted
    - Order Schedule 10 (Exit Management)      Redacted
    - Order Schedule 13 (Implementation Plan and Testing)  
Redacted
    - Order Schedule 14 (Service Levels)  
Redacted
    - Order Schedule 15 (Order Contract Management) Redacted
    - Order Schedule 17 (MOD Terms) - Not Applicable

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

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- Order Schedule 18 (Background Checks)
  - Order Schedule 19 (Scottish Law) - Not Applicable
  - Order Schedule 20 (Order Specification)
  - Redacted
  - Order Schedule 22 (Secret Matters) - Not Applicable
4. CCS Core Terms (DPS version)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
  6. Annexes A & B to Order Schedule 6
  7. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 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

None

ORDER START DATE: 22nd February 2021

ORDER EXPIRY DATE: 21st February 2024

ORDER INITIAL PERIOD: 3 years

ORDER OPTIONAL EXTENSION 1 year

### DELIVERABLES

As defined in Statement of Work

### 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 £1.33m

### ORDER CHARGES

Charging will be based on the pricing set out in schedule 5:

### REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

### PAYMENT METHOD

The payment method for this Call-Off Contract is invoice/bank transfer

DPS Ref: RM3764iii  
Model Version: v1.0

Redacted

BUYER'S INVOICE ADDRESS:

The payment method for this Call-Off Contract is 30 days of the date on the invoice, by BACS

The Supplier will issue electronic invoices in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

A valid invoice must be sent to [AccountsPayable.OCR@education.gov.uk](mailto:AccountsPayable.OCR@education.gov.uk)  
Redacted

BUYER'S AUTHORISED REPRESENTATIVE

Redacted

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

As defined in Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

PROGRESS REPORT FREQUENCY

**Reports provided on completion of each individual test:** On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

**Monthly Progress Meetings to be conducted to discuss the quality of the service, the tracking spreadsheet and any other business.**

KEY STAFF

Redacted

SUPPLIER'S CONTRACT MANAGER

Redacted

KEY SUBCONTRACTOR(S)

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

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Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

As defined in DPS Joint Schedule 4

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Redacted

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