Digital Outcomes and Specialists 5 (RM1043.7)

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

Call-Off Reference: DNO/025/14454

Call-Off Title: Digital Capability Management

Call-Off Contract Description: Digital Capability Management

The Buyer: Defence Nuclear Organisation (DNO), Ministry of Defence

Buyer Address: MOD Abbey Wood South, NH1, Spruce 3b, #1301, Bristol, BS34 8JH

The Supplier: SVGC Limited

Supplier Address: Middle Yard, Berwick St Leonard, Salisbury, Wiltshire, SP3 5SN

Registration Number: 03375361

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 04/06/2021.

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 1: Digital Outcomes

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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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 14 (Service Levels and Balanced Scorecard)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 26 (Cyber Essentials Scheme)

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
Further to DEFCON 658 the Cyber Risk Profile of the Contract is High, as defined in Def Stan 05-138.

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

Call-Off Start Date: 07/06/2021

Call-Off Expiry Date: 31/03/2023

Call-Off Initial Period: 22 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: 1,040,424.00 ex. Vat

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification) and the SOW

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:

N/A

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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 Estimated Year 1 Charges used to calculate liability in the first Contract Year is to be agreed in the first SOW at Appendix 1.

Call-Off Charges

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.

Reimbursable Expenses

None

Payment Method

Contracting Purchasing & Finance (CP&F) e-procurement platform.

Buyer's Invoice Address

Kimberley Townsend

Commercial Manager

07498634262

Kimberley.Townsend178@mod.gov.uk

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

MOD Abbey Wood, NH1, Spruce, 3b #1301, Bristol, BS34 8JH

Buyer's Authorised Representative

Kimberley Townsend

Commercial Manager

Kimberley.Townsend178@mod.gov.uk

MOD Abbey Wood, NH1, Spruce, 3b #1301, Bristol, BS34 8JH

Buyer's Environmental Policy

The Supplier shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

[REDACTED]

[REDACTED]

This requirement is outside IR35

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

See Joint Schedule 4 (Commercially Sensitive Information)

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Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Material KPIs

The Material KPIs that shall apply to this Call-Off Contract will be in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard) and detailed in the SOW.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature: *Kim*

Name: Kimberley Townsend

Role: Commercial Manager

Date: 04/06/2021

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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.]

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 Contact.

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: Digital Capability Management Statement of Work 1

SOW Reference: DNO/025 Statement of Work 1

Call-Off Contract Reference: DNO/025/14454

Buyer: Defence Nuclear Organisation

Supplier: SVGC

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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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).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a 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

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

Additional Requirements:

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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:

   ● Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is £1,040,424.00 ex. Vat.

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:

 None

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: Kimberley Townsend

Title: Commercial Manager

Date: 04/06/2021

Signature: *Kim*

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	**The Relevant Authority is Controller and the Supplier is Processor** 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: ● [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] **The Supplier is Controller and the Relevant Authority is Processor** 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: ● [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] **The Parties are Joint Controllers** The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: ● [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] **The Parties are Independent Controllers of Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: ● Business contact details of Supplier Personnel for which the Supplier is the Controller, ● 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, ● [**Insert** the scope of other Personal Data provided by one Party

	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]
	[**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes. 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. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
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.]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]