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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: 711041450

THE BUYER: Ministry of Defence, Directorate Of Defence

Communications

BUYER ADDRESS MoD Main Building, Whitehall, London, SW1A 2HB

THE SUPPLIER: BOXXE

SUPPLIER ADDRESS: Artemis House Eboracum Way, York, YO31 7RE

REGISTRATION NUMBER: [Insert registration number (if registered)]

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 21 March 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 4 Information Assured Technology

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:

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6098
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - [Call-Off Schedule 5 (Pricing Details)
 - [Call-Off Schedule 9 (Security)
 - [Call-Off Schedule 17 (MOD Terms)
 - o [Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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: None

CALL-OFF START DATE: 1 April 2024

CALL-OFF EXPIRY DATE: 31 March 2027

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)]

LOCATION FOR DELIVERY

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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MOD Main Building, Whitehall, London, SW1a 2HB

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 Days

MAXIMUM LIABILITY

The limitation of liability for this Call-Off 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 Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment will be made through MoD CP&F System

BUYER'S INVOICE ADDRESS:

DDC Digital Technology Manager

MoD Main Building, Whitehall, London, SW1A 2HB

BUYER'S AUTHORISED REPRESENTATIVE

DDC Digital Technology Manager

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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MoD Main Building, Whitehall, London, SW1A 2HB

BUYER'S ENVIRONMENTAL POLICY

https://www.gov.uk/government/publications/ministry-of-defence-climate-change-and-sustainability-strategic-approach

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SUPPLIER'S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT FREQUENCY

[Insert report frequency: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency: Quarterly on the first Working Day of each quarter]

KEY STAFF

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

[Insert contract details]

KEY SUBCONTRACTOR(S)

[Insert name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE

[Insert Not applicable

or insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

or insert There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:		Signature:	lain McLean signed electronically	
Name:		Name:	lain McLean	
Role:		Role:	Senior Commercial Officer	
Date:		Date:	21 March 2024	

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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Call-Off Schedule 17 (MOD Terms)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and the terms and conditions listed in this Conditions" Schedule;

"MOD Site" shall include any of Her Majesty's Ships

or Vessels and Service Stations;

"Officer in charge" shall include Officers Commanding

Service Stations, Ships' Masters or

Senior Officers, and Officers superintending Government

Establishments;

2 Access to MOD sites

2.1The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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- be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Deliverables.
- 2.2The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
- 2.4Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in the Buyer Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.

- 2.6Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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3 DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
- 3.2 Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.
- 3.3 In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail.
- 4 Authorisation by the Crown for use of third party intellectual property rights
 - 4.1 Notwithstanding any other provisions of the Call Off Contract and for the avoidance of doubt, award of the Call Off Contract by the Buyer 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 Supplier acknowledges that any such authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Framework Ref: RM6098 Project Version: v1.0

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid.

The following MOD DEFCONs and DEFFORMs form part of this contract:

DEFCONs

DEFCON No	Version	Description
DEFCON 5J	18/11/2016	Unique Identifiers
DEFCON 68	02/02/2017	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	06/2021	Contractors Personnel At Government Establishments
DEFCON 90	06/2021	Copyright
DEFCON 117	07/2021	Supply of Information for NATO Codification and Defence Inventory Introduction
DEFCON 129J	18/11/2026	The Use Of Electronic Business Delivery Form
DEFCON 520	08/2021	Corrupt Gifts And Payments Of Commission
DEFCON 522	11/2021	Payment And Recovery Of Sums Due
DEFCON 531	09/2021	Disclosure Of Information
DEFCON 532B	09/2021	Protection Of Personal Data
DEFCON 632	11/2021	Third Party Intellectual Property Rights – Rights and Restrictions
DEFCON 656B	08/2016	Termination for Convenience – Over £5m
DEFCON 658	09/2021	Cyber
DEFCON 659A	09/2021	Security Measures

Framework Ref: RM6098 Project Version: v1.0

Call-Off Ref:

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DEFCON 660	12/2015	Official Sensitive Security Requirements
DEFCON 670	02/2017	Tax Compliance
DEFCON 694	07/2021	Accounting For Property Of The Authority
DEFCON 703	06/2021	Intellectual Property Rights - Vesting in the Authority
DEFCON 707	11/2022	Rights in Technical Data

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description

Framework Ref: RM6098 Project Version: v1.0

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Directorate of Defence Communications IT Support Contract

Statement of requirement

Purpose

1. The purpose of the DDC stand-alone IT network is to provide users with the ability to create, consume, publish and monitor digital content to official MOD channels such as Facebook, Twitter, Blogs and approved websites. The network serves 200 users across several TLB's and continued investment for support is needed to ensure the solution is fit for purpose and can support the ongoing challenge of delivering modern communications within Defence.

Background to the Contracting Authority

2. The Directorate of Defence Communications (DDC) is the central communications directorate of the Ministry of Defence, a central government department. DDC provides policy and guidance on defence-wide media and communications.

Background to Requirement

- 3. Due to the limitations in Defence IT (DII now MODNET) being restricted in its ability to meet the standards or expectations of our digitally engaged audiences, approval was given in 2014 to the then Directorate of Media and Communications to deliver a non-DII IT network.
- 4. Since then, DII has been replaced by MODNET and IT limitations still exist due to restrictions on the secure network, which restricts access to social media channels and limits the production of rich graphics and video content due to storage constraints. There is also restriction in the inability to create, publish or monitor digital channels whilst on the move e.g. at a media event. Therefore, DDC still requires a capable standalone IT network to deliver effective internal and external communications to meet the aims set out in the GCS Modern Communications Framework.

Scope of Requirement

Framework Ref: RM6098 Project Version: v2.0 Model Version: v3.8

1

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- 5. DDC requires a comprehensive support system in place to assist in the management of the DDC IT provision. All support has been broken down into the following key areas and these areas will form the basis of the key requirements that prospective contractors will be scored against:
 - **Systems Support** support for all DDC IT Hardware and Virtual Environments including additional support coverage for all new replacements of current equipment that require upgrading e.g. Firewalls, Servers, switches, software, user devices or printers.
 - **Software support** including end-user software deployments and licences issues e.g. Windows 10, Mac OS, Adobe Creative Cloud (all packages), Fortiguard, Outlook 365 and other software that relates to the DDC IT client facing environments.
 - IT infrastructure support including SSL Certificates, network software such as Addigy, VEEAM, Forticare, Cososys endpoint protector and other software that relate to the DDC IT Servers and Client back-end environments.
 - **End user support** including onsite and offsite support, 1 day per week (Head Office) and 1 day per month (TLB sites). Additional assistance with DDC upgrades and user remote desktop support when required.
 - Offsite Backup and Disaster Recovery Service including technical support for our offsite IT infrastructure and data backup.
 - Accreditation Support- provision of documentation and technical consultancy in conjunction with MOD ISS and penetration testing companies for full accreditation status.
- 6. The following is a list of key requirements that must be met to ensure that the upkeep and operability of the DDC IT system is maintained:
- 7. End user support engineers must be fluent in deployment methods such as:
 - a. Apple Business Manager/ Apple Deployment Program/ Apple Volume Purchase Program
 - b. Deployment configuration
 - c. Addigy configuration and custom deployment methods
 - d. Addigy enrolments & policy creation
 - e. Application Packaging & Customisation for Mac deployments
 - f. Full understanding of Scripting for Mac and PC
 - g. Managing device endpoint encryption
 - h. Build hardening to minimise attack vectors
- 8. A strong working knowledge & ability to support the following in macOS:
 - a. Adobe Creative Cloud, including administration console using federated domains & SAML authentication.
 - b. Microsoft Office 365 including admin console, supporting ADFS Authentication
- 9. A thorough working knowledge of Microsoft Active Directory & Network services such
 - a. Active Directory Users & Computers
 - b. DNS
 - c. DHCP

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- d. Group Policy Management
- e. File Servers
- f. Certificate Services
- g. ADFS
- h. WSUS
- 10. A thorough working knowledge of administering Acronis Access Connect File Services
- 11. A thorough working knowledge of Veeam Backup & Replication
- 12. A thorough working knowledge of Dell Virtual Storage Manager
- 13. A thorough working knowledge of Vmware Vcentre/ Esxi:
 - a. vMotion
 - b. Snapshots
 - c. vSphereHA
 - d. Vswitching
- 14. A thorough working knowledge of Advanced Networking services:
 - a. Dell Open Manage Switching
 - b. Layer 2, Layer 3 routing
 - c. VLANs
- 15. A thorough working knowledge of Network Monitoring/ Logging using the following toolsets:
 - a. Nagios
 - b. Greylog
 - c. FortiAnalyzer
 - d. SIEM Principles.
- 16. A thorough working knowledge of Network Security/ Wifi with Fortinet products:
 - a. Proven track record, Must Hold a minimum of NSE4+ for the following Fortinet Products:
 - i. Fortigate Firewalls/ Wifi Controllers
 - ii. FortiAuthenticator
 - iii. FortiManager
 - iv. FortiAnalyzer
 - v. FortiToken/FortiToken Mobile
 - vi. FortiClientEMS
 - vii. Forticlient (Managed)
 - viii. Forti Client Security Fabric
- 17. A thorough working knowledge of Cososys Endpoint Protector for endpoint port protection.
- 18. All support staff providing end user support should be able to provide end user training on all End User devices.
- 19. All support staff providing end user support should have a proven track record of supporting macOS and iOS hardware and software at scale. The support staff should also be as a minimum an Apple Certified Macintosh Technician (ACMT), but an Apple Certified Systems Administrator (ACSA) is preferred.
- 20. All support Staff should be familiar with delivering IT projects in a defence environment. Hardening builds to comply with Defence grade penetration tests. A good knowledge of the Engineering Change Request (ECR) process is a must.

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Service Levels and Performance

21. The supplier should note the following service levels that the Authority will measure the quality of delivery against:

		Impact		
		Companywide	Group of Users	Single User
>	Critical Function	1	2	3
Urgency	Non-Critical Function	2	3	4
Þ	Inconvenience	3	4	4

Required response times

Service Level	Backup System	Live System	Mission Critical
Severity 1	4 Business Hours	30 Minutes Business Hours	30 Minutes 24x7
Severity 2	8 Business Hours	4 Business Hours	2 Business Hours 24x7
Severity 3	12 Business Hours	8 Business Hours	4 Business Hours
Severity 4	12 Business Hours	12 Business Hours	8 Business Hours

22. Reports of these service levels must be received monthly.

Authority's Responsibilities

- 23. The authority will ensure that installation facilities are in accordance with the contractor's installation recommendations as much as reasonably possible and that environmental conditions are continuously maintained in accordance with any contractor's recommendations as much as reasonably possible.
- 24. The Authority will provide adequate working space around the equipment for use of the contractor's field engineers. The Authority shall also provide adequate facilities and equipment for storage and safekeeping of test equipment and spare parts where appropriate.
- 25. The contractor's personnel are to have full access to the equipment subject to the Authority's internal security rules.

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26. The Authority will ensure that the operators and managers of the equipment are properly trained, operate the equipment to the proper standards and comply with the contractor's reasonable advice in connection with the use and operation of the equipment.

27. The Authority will give reasonable notice to the Contractor of any changes in location of the Equipment that is to be maintained under this Agreement. The contractor shall have the right to reasonably require longer notice if a location will cause difficulty for service to be rendered properly under the terms of this agreement.

Staff and Customer Service

- 28. The contractor must provide support and training on how to use, service and administer equipment within the DDC IT system, including professional certification on some areas. The support and training to include any new equipment installed.
- 29. The contractor must provide unlimited email and telephone assistance.

Security Requirements

- 30. All staff dealing with any DDC IT must hold a security clearance of SC as a minimum.
- 31. Any data stored off site, for the purpose of DR and Offsite Backups, must be hosted in a UK based List X facility in compliance with MoD JSP 480 regulations. This would ideally be at the Contractors Server Support office.
- 32. All other security requirements that arise will be as per the Authority's internal security rules (MoD Security).

Intellectual Property Rights

33. The MOD owns the rights to all IPR of all MOD's data and installation designs that the contractor produces as part of this contract.

Payment

34. Payment will be made quarterly. Payments are in accordance with MOD policy. Payments will be made through the Contracting Purchasing & Finance system.

Location

- 35. The location of the equipment and all onsite repairs, dependent on equipment are at the following locations. There may be a requirement to travel to other locations at the discretion of DDC
 - DDC, Main Building, Whitehall, London, SW1A 2HB
 - DIO Media & Comms, DMS Whittington, West Midlands, WS14 9PY
 - RAF Media & Comms, RAF High Wycombe, Bucks, HP14 4UE

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• JFC & PJHQ Media & Comms, Northwood, Middlesex, HA6 3HP