

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

Order Form

CALL-OFF REFERENCE:	709337451
CALL-OFF TITLE:	Defence Digital Cyber Resilience Programme (CRP) – AB&C Training Delivery Manager
CALL-OFF CONTRACT DESCRIPTION:	This contract is for a Training Delivery Manager within Awareness, Behaviours and Cultures (AB&C). The Services are described in detail below within the Statement of Requirement.
THE BUYER:	Ministry of Defence – Defence Digital
BUYER ADDRESS	F1, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR
THE SUPPLIER:	Actica Consulting Limited
SUPPLIER ADDRESS:	4 Stirling House, Stirling Road, Surrey Research Park, Guildford, GU2 7RF
REGISTRATION NUMBER:	03396854

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28th November 2023.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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.

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - 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 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 17 (MOD Terms)

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- Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

Special Term 2: No Deliverable Quality Plan is required reference DEFCON 602B.

Special Term 3: Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Special Term 4: Any Contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties

Special Term 5: Security - The Supplier confirms that Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables hold a valid SC Security Clearance prior to commencing work under the contract and maintain it throughout the duration of the contact.

Special Term 6: Working Arrangements - A hybrid arrangement will be in place consisting of both travel to MOD Corsham base two days a week and remote working. Supplier staff will be expected to attend meetings within standard office hours.

Special Term 7: Security Aspects Letter ref “20231122-CRP AB&C Resource Requirement SAL Lot 1-OS”. The Supplier shall comply with the Security Aspects Letter for this Contract.

Special Term 8: IR35: off-payroll working rules apply to this engagement.

Special Term 9: Risk Assessment Ref: 703140294. Cyber Risk Profile: N/A. As the Cyber Risk Profile is Not Applicable, no further DCPD action is required.

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CALL-OFF START DATE:	2 nd January 2024
CALL-OFF EXPIRY DATE:	31 st December 2024
CALL-OFF INITIAL PERIOD:	12 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	3 + 3 + 3 + 3 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 month
CALL-OFF CONTRACT VALUE:	£172,700.00 ex VAT [REDACTED] days at day rate of [REDACTED] ex VAT

CALL-OFF DELIVERABLES

A Training Delivery Manager of the SFIA Role Level '5' for no less than 12 months (with extension options).

To work on a hybrid basis with travel to MoD Corsham base two days a week.

Accountable for the effective delivery of their individual projects complex, high-risk products and services working with colleagues across defence, along with partners and suppliers. Manage and maintain the project team, ensuring they are motivated, collaborating and working well, identifying obstacles and helping the team to overcome them. They provide accountability for team performance.

The Specialist is required to be a UK National and hold SC Clearance due to the potential security classification of the data processed under the project.

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 set out in Frameworks Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

None.

CYBER ESSENTIALS SCHEME

Cyber Risk Profile: N/A. As the Cyber Risk Profile is Not Applicable no further action is required.

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £172,700.00

CALL-OFF CHARGES

(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

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

PAYMENT METHOD

The payment method of this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F).

BUYER'S INVOICE ADDRESS:

F1, Building 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

BUYER'S AUTHORISED REPRESENTATIVE

██████████
██████████

BUYER'S ENVIRONMENTAL POLICY

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019.

This is available online at [20190625-EMS Corsham Site June 2019 Document \(1\).doc \(sharepoint.com\)](#). This can be viewed on MODNET.

BUYER'S SECURITY POLICY

MoD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. This is available online at [SAOP 1 Corsham Security Standing Orders.pdf \(sharepoint.com\)](#). This can be Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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viewed on MODNET.

SUPPLIER'S AUTHORISED REPRESENTATIVE

██████
██████
██████
██████

4 Stirling House, Stirling Road, Surrey Research Park, Guildford, GU2 7RF

SUPPLIER'S CYBER ACCOUNT LEAD

██████
██████
██████
██████

4 Stirling House, Stirling Road, Surrey Research Park, Guildford, GU2 7RF

PROGRESS REPORT FREQUENCY

Supplier shall provide weekly updates for the CRP weekly Senior Management team meetings, in a template to be confirmed by the Parties, and other documents as required and requested by the Authority in the performance of the contract.

PROGRESS MEETING FREQUENCY

Supplier shall provide weekly updates for the CRP weekly Senior Management team meetings, in a template to be confirmed by the Parties, and other documents as required and requested by the Authority in the performance of the contract.

KEY STAFF

██████

Worker Engagement Status: Inside IR35 - off-payroll working rules apply to this engagement.

Status Determination Statement reference 20231127-██████ SDS Letter-OS

KEY SUBCONTRACTOR(S)

Riosca Limited
08261628

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COMMERCIALLY SENSITIVE INFORMATION

Day Rate

BALANCED SCORECARD

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

MATERIAL KPIs

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

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:		For and on behalf of the Buyer:	
Signature:	██████	Signature:	██████
Name:	██████	Name:	██████
Role:	██████	Role:	██████
Date:	29 November 2023	Date:	30 November 2023

Statement of Requirement

BACKGROUND TO THE CONTRACTING AUTHORITY

The Cyber Resilience Programme (CRP) is a multi-year transformation programme for the UK Ministry of Defence (MoD) Strategic Command (UKStratCom), based at MoD Corsham, to substantially reduce risk, protect critical assets and systems and develop a cyber-aware workforce, embedding cyber security in behaviours. There are four portfolios within the programme: Awareness, Behaviour & Culture; Secure Digital Foundations; Resilient by Design; and Vulnerability Fixes.

OVERVIEW OF REQUIREMENT

The Training Project within the AB&C Theme will build upon existing and ‘common to all’ pan-Defence Cyber training. It will, in parallel with the Behavioural Interventions and Discourse Shaping projects determine where the outputs of these projects require a training intervention. It will review existing training packages and update these to reflect the findings of the discrete projects within the AB&C theme. Where required and appropriate it will develop new training packages to support the stakeholder community.

SCOPE OF REQUIREMENT

The ‘Delivery Manager’ will be accountable for the effective delivery of their individual projects complex, high-risk products and services working with colleagues across defence, along with partners and suppliers. They will manage and maintain the project team, ensuring they are motivated, collaborating and working well, identifying obstacles and helping the team to overcome them. They provide accountability for team performance.

THE REQUIREMENT

- One Project Manager of the SFIA Role Level 5.
- To work exclusively on the CRP Project Portfolios assigned on the basis of 7.5 hours per day, for a term of 12 months (+3+3+3+3).
- Flexible working for the Specialist can be discussed on the same basis of that offered to Crown Servants.
- The Supplier’s chosen Specialist must possess the following Essential Skills:

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1. **Agile and Lean practices** identify and compare the best processes or delivery methods to use; recognise when something does not work and encourage a mindset of experimentation; adapt and reflect, be resilient and see outside of the process; use a blended approach depending on the context; measure and evaluate outcomes; help teams to manage and visualise outcomes.
 2. **Commercial management:** act as the point of contact for contracted suppliers; understand appropriate internal contacts and processes within a government department; understand how and when third parties should be brought into digital, data and technology (DDaT) projects
 3. **Communicating between the technical and non-technical:** listen to the needs of technical and business stakeholders, and interpret them; effectively manage stakeholder expectations; manage active and reactive communication; support or host difficult discussions within the team or with diverse senior stakeholders.
 4. **Financial management:** write or input into business cases and can communicate business-value propositions. balance cost versus value; consider the impact of user needs; report on financial delivery; monitor cost and budget; understand how and when to escalate issues.
 5. **Team dynamics and collaboration:** effectively bring people together to form a motivated team; help to create the right environment for a team to work in and can empower them to deliver; recognise and deal with issues; help create the best team makeup depending on the situation.
- It will be considered beneficial on behalf of the Authority for the Supplier's chosen Specialist prove the following Additional 'Nice-to-Have' Skills.
 1. **Planning: Planning:** understand the environment and prioritise the most important or high value tasks; use data to inform planning; manage complex internal and external dependencies; provide delivery confidence; remove blockers or impediments that affect plans and can develop a plan for
 - Other Skills that may be of benefit for the Delivery Manager to have include:
 1. **Maintaining delivery momentum:** facilitate the delivery flow of a tam, managing the pace and tempo; internal and external risks, issues and dependencies including where ownership exists outside the team.
 2. **Making a process work:** identify and challenge organisational processes of increasing complexity and those processes that are unnecessarily complicated; add value to coach the organisation to inspect and adopt processes; guide teams through the implementation of a new process
 3. **Life cycle perspective:** recognise when to move from one stage of a product life cycle to another; ensure the team is working towards the appropriate standards for the relevant phase; manage the delivery of products and services at different phases.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Specialist Service Start / Availability for the Project	no later than 2 Jan 24
2	Specialist completes assigned tasks by the Authority for the project scope and the Supplier submits timesheets to the Authority.	Monthly in arrears for the duration of the contract.

MANAGEMENT INFORMATION/REPORTING

The Supplier shall provide weekly updates for the CRP weekly Senior Management team meetings, in a template to be confirmed by the Parties, and other documents as required and requested by the Authority in the performance of the contract.

SERVICE LEVELS AND PERFORMANCE

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

KPI/ SLA	Service Area	KPI/SLA description	Target
1	Submission of Reports and Invoicing	<p>In accordance with an agreed Pricing Proposal, Suppliers submit the following 'inputs':</p> <ul style="list-style-type: none"> accurate and complete timesheets in a timely manner. accurate and complete acceptance certificates in a timely manner. accurate and complete Supplier reports in a timely manner. accurate and complete invoices in a timely manner. 	<p>All of the inputs are submitted in accordance with agreed timescales and contain accurate and complete information.</p> <p>Within 5 working days.</p>
2	People in Place (Delivery)	<p>All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied.</p> <p>Measure:</p> <p>Met (Green):</p> <p>No resources are swapped out due to deficiency in skill-set. No problems identified with quality of work. Supplier resource is making positive team contributions. Supplier skills meet the standards expected.</p> <p>Partially Met (Amber):</p> <p>Minor issues noted with quality of work. Few contributions made within team.</p> <p>Not Met (Red):</p> <p>Resource is swapped out from project due to deficiency in skill-set or change of facility is required</p>	<p>Maintain 'Met' for each month.</p> <p>Any 'Partially Mets' in a given month will trigger an improvement discussion and be marked 'Amber'.</p> <p>A sequence of two months of Partially Met, or three months in six will be considered a failure of the KPI.</p> <p>Any Not Mets will be considered a failure of the KPI.</p>

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		<p>Persistent issues with quality of work noted (may be minor ones which have persisted from one month to another)</p> <p>Significant issue with quality of work noted in a month.</p>	
3	Partnering Behaviours and Added Value	<p>Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Authority goals through adding value over and above the provision of compensated skilled personnel.</p> <p>Measure:</p> <p><u>Met:</u></p> <p>No behavioural problems identified. Relevant meetings attended and positive contributions made. Added value recognised by the programme above provision of compensated skilled resource.</p> <p><u>Partially Met:</u></p> <p>Some minor behavioural problems. Supplier only attends some meetings or provides minor contributions. Supplier adds some value above provision of compensated resource, but this is not regarded as significant.</p> <p><u>Not Met:</u></p> <p>Significant behavioural problems. Supplier contributions are rare or insignificant and shows little interest in working with the wider team. No added value contributions recognised by the Programme.</p>	<p>Maintain 'Met' for each month.</p> <p>Any 'Partially Mets' in a given month will trigger an improvement discussion and be marked 'Amber'.</p> <p>A sequence of two months of Partially Met, or three months in six will be considered a failure of the KPI.</p> <p>Any Not Mets will be considered a failure of the KPI.</p>

Should the performance of the Contract fall below the minimum required target stated in the table at 15.1.1, then the Authority reserves the right to initiate the following rectification options:

1. After one month of performance below the required target the Supplier will be required to submit a written Rectification Plan report providing details of the shortfall, and a plan to rectify.
2. After two months of performance below the required target, or if there are two shortfalls within a three month sequence, then the Supplier will have an

opportunity to submit another Rectification Plan report providing details of the shortfall and progress towards improvement as per the first month's report, and the Authority may request to see alternative Specialist resource options to fulfil the requirement.

At and at any time after three months of performance below the threshold, or if there are more than four months out of the last 12 with unacceptable performance, then the Authority shall have the right to:

1. Request a final Rectification Plan report; which may, at the Authority's decision, be rejected leading to the Authority exercising clause 10.4.3 of the Core Terms and Conditions (Termination).
2. Require the Supplier to enact alternative staffing arrangements to bring in another Specialist within one (1) month, or within an alternative timeframe agreed by the Authority.

A Balance Scorecard approach will also be detailed in Schedule 14B of the Call-Off.

PAYMENT AND INVOICING

- Invoices shall be submitted monthly in arrears.
- 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.
- Invoices should be submitted to the MoD electronic purchasing system CP&F.
- Invoices shall be based on timesheets submitted for the period, and on the agreed Service Credit Rates and utilisation submitted for the contract.
- T&S for travel to the 'home site' for this contract (i.e. Corsham) shall be included within the day rates quoted in the Pricing Schedule template. Travel outside the usual site shall be pre-approved and reimbursed in accordance with the MoD travel policy only.

CONTRACT MANAGEMENT

The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives, and specific provisions of this Contract can be fully realised.

There shall be a Contract Review meeting held once per quarter, attended by each Party's Contract Manager and any relevant additional representatives such as Commercial.

Reports shall be presented on a monthly basis ("Performance Monitoring Reports") detailing:

1. For each KPI, the actual performance achieved over the relevant period;
2. A summary of all failures to achieve KPIs during that period;
3. For any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
4. Such other details as may be reasonably required from time to time.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

Contract Risk Management shall be pro-actively managed by both Parties.