



Crown
Commercial
Service

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: RM1043/PS184

Call-Off Title: MoD MedIS Programme – Chief Data Architect – Technical

Call-Off Contract Description: A specialist is required by MOD MedIS Programme CORTISONE to provide high quality independent advice on strategy, alignment of clinical specialisms, product definitions and system design to ensure clinical safety. Key to this role is an extensive understanding of the healthcare sector complimented with a broader knowledge of Defence.

The Buyer: Ministry of Defence, Defence Digital Commercial, Professional Services

Buyer Address: MOD Corsham, Westwells Road, Corsham, SN13 9NR

The Supplier: BearingPoint Limited

Supplier Address: 100 Lower Thames Street, Centennium House, London, EC3R 6DL

Registration Number: 03144016

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9th May 2023. 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 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.7
 - 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 9 (Security) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off

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Schedule 13 (Implementation Plan and Testing) ○ 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

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

Special Term 1: All Suppliers personnel are required to obtain valid Security Clearance (SC) prior to commencing work under the contract and maintain it throughout the duration of the contact.

Special Term 2: RAR-841000211DCPP Cyber Risk Level deemed very low.

Tenderers for this contract must be instructed to complete a Supplier Assurance Questionnaire (SAQ). The tender documentation will need to include the Risk Assessment Reference and Cyber Risk Profile, and Suppliers should complete their SAQ using the [SAQ Form](#) or the attached PDF, which must be returned to

Special Term 3: Security Aspects Letter dated 03/05/2023 (Reference 20230503CORTISONE_Chief-Architect_SAL-OSC). Supplier acknowledges and will comply with SAL by signing contract.

Call-Off Start Date: 09 May 2023

Call-Off Expiry Date: 08 May 2025

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 6 month extension subject to financial approval

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £495,600.00 ex VAT

Call-Off Deliverables

- As per Annex 1 Statement of Work

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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:

No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627.

No Deliverable Quality Plan is required DEFCON 602B 12/06.

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

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

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate (or an equivalent standard that you would like to claim as an alternative) 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 £

Call-Off Charges



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

Maximum limit of liability of £ per month for Travel and Subsistence (T&S). £in total.

Payment Method

The payment method of this Call-Off Contract is via CP&F (Contract, Purchasing and Finance).

Buyer's Invoice Address

Electronically via Exostar/CP&F. The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. Invoices will be sent to:

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Buyer's Authorised Representative

[REDACTED]

Supplier's Authorised Representative

100 Lower Thames Street, Centennium House, London, EC3R 6DL

Supplier's Contract Manager

As above

Progress Report Frequency

Monthly summary of work completed against timesheet

Progress Meeting Frequency

MedIS SLT Weekly Design Update on Friday morning (normally via MS Teams). Adhoc updates to MedIS SLT and/or Chief Engineer as required.

Key Staff

100 Lower Thames Street, Centennium House, London, EC3R 6DL

[REDACTED]

Key Subcontractor(s) Not Applicable.

Commercially Sensitive Information

Access to costing data and project financial data.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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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: [REDACTED]

Role: [REDACTED]

Date: 4/5/23

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: [REDACTED]

Annex 1

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.

SOW Title: MED IS DELIVERY TEAM (PROGRAMME CORTISONE) – CHIEF ARCHITECT STATEMENT OF REQUIREMENTS

SOW Reference: 20220923 - Chief Architect 2023 Statement of Requirements

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Call-Off Contract Reference: PS184

Buyer: Ministry of Defence, Defence Digital Commercial, Professional Services

Supplier: Bearing Point Limited

SOW Start Date: 9TH May 2023

SOW End Date: 8th May 2025

Duration of SOW: 2 years

Key Personnel (Buyer):

Spur B2, Building 405, MOD Corsham, Westwells Road, SN13 9NR

Key Personnel (Supplier):

100 Lower Thames Street, Centennium House, London, EC3R 6DL

Subcontractors: Not applicable.

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2 Call-Off Contract Specification – Deliverables Context

Delivery phase(s): Live

Dependencies: The Buyer is responsible for granting access to MOD premises and Government Furnished Assets that are necessary to enable the Supplier to provide the services as specified within this agreement.

Security Applicable to SOW: The Ministry of Defence will allow access to MOD Corsham site providing the suitable clearance documents are received and approved.

The Supplier shall proactively support the buyer with providing the relevant information to support on-boarding, including providing staff details including:

- Full Name
- Date of Birth
- Nationality
- Security Clearance start date and end date
- Vehicle Registration No.

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a a Cyber Essentials Certificate (or an equivalent standard that you would like to claim as an alternative) for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:


No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing confirming products under this contract. CoC shall be provided in accordance with DEFCON 627.

No Deliverable Quality Plan is required DEFCON 602B 12/06.

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

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

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Chief Data Architect		PS184	

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3 Charges

Call Off Contract Charges:

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

[REDACTED]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £495,600.00

Reimbursable Expenses:

Maximum limit of liability of £ per month for Travel and Subsistence (T&S). £in total.

4 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: [REDACTED]

Title: [REDACTED]

Date: 4/5/23

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: 05/05/2023

Signature: [REDACTED]

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Annex 1 – Not applicable, no access to medical/clinical data 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:

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Relevant Authority is Controller and the Supplier is Processor</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"> ● [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</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"> ● [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</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"> ● [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>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:</p> <ul style="list-style-type: none"> ● 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
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	<p>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>[Guidance 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.]
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]