DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: 713340453

THE BUYER: Ministry of Defence

BUYER ADDRESS

THE SUPPLIER: SUPPLIER: SUPPLIER ADDRESS:

REGISTRATION NUMBER: DUNS NUMBER:

DPS SUPPLIER REGISTRATION SERVICE ID: N/A

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

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 1 April 2025. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

Non-assured NCSC Services, Cyber Programme Delivery, Defence

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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
 - o Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 22 (Secret Matters)
- 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.

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ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1:

Primary Quality Assurance Standard Requirements: No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

Special Term 2:

Quality Plans: No Deliverable Quality Plan is required reference DEFCON 602B.

Special Term 3:

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

Special Term 4:

Contractor Working Parties: 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:

For the purposes of DEFCON 524, the period of acceptance shall be 30 working days from delivery of the Pro-Forma (in accordance with Attachment 4, SOR, Para 44, Annex E).

Special Term 6:

For the purposes of DEFCON 565, the Supplier is required to provide a list of First-Tier and Second-Tier Subcontractors within 90 days of the Contract start date or a timeframe to be agreed by the Authority and the Contractor.

Special Term 7:

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

Special Term 8:

The Authority reserves the right to invoke contract break points on **31 March 2026** and **30 September 2026** by providing 30 calendar days' notice to the Supplier. The Authority's Commercial representative will notify the Supplier's representative in writing prior to this notice period as to whether they wish to invoke this break point. This break point is linked to the Authority's funding position therefore, the Authority does not commit to any spend under this contract following the break point without formal instruction to the Supplier. This instruction will be given prior to the date of the

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notice period and not unreasonably withheld. The Authority will not be liable for any cost incurred by the Supplier following the break point unless formal instruction from the Authority's Commercial representative has been received.

Special Term 9:

The Authority is aware and content that civil servants depart to take up recruitment with elements of the Defence Cyber industry ecosystem. In order to avoid any reputational damage to vendors or suspicion around competitive activity, vendors and their sub-contractors are to ensure such individuals are not to be involved in any element of business relating to the Defence Cyber ecosystem for a period of at least 12 months from their departure date from the civil service. Any sense that this is being breached will be brought to the vendors attention for resolution.

ORDER START DATE: 1 April 2025

ORDER EXPIRY DATE: 31 March 2027

ORDER INITIAL PERIOD: 24 months

BREAK POINTS: 31 March 2026

30 September 2026

DELIVERABLES

See details in Order Schedule 20 (Order Specification).

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 ex VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

All travel and subsistence necessary to deliver the outputs anywhere in the UK must be included in the firm Service Point Price. For travel outside of the UK, the Authority will only reimburse reasonable travel and subsistence costs without profit or overhead applied in accordance with the HM Treasury Group guidance. Where services are required to be provided under this Contract at overseas locations, T&S must not be undertaken without first gaining express permission from the delivery lead for the Authority before any travel is booked.

Electronic payment will be made via CP&F. **BUYER'S INVOICE ADDRESS:** BUYER'S AUTHORISED REPRESENTATIVE BUYER'S ENVIRONMENTAL POLICY MOD Corsham Environmental Management System, Version 3.0, Dated June 2019. This is available online at BUYER'S SECURITY POLICY SUPPLIER'S AUTHORISED REPRESENTATIVE SUPPLIER'S CONTRACT MANAGER PROGRESS REPORT FREQUENCY See details in Order Schedule 20 (Order Specification). PROGRESS MEETING FREQUENCY See details in Order Schedule 20 (Order Specification). **KEY STAFF** KEY SUBCONTRACTOR(S)

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PAYMENT METHOD

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COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information).

SERVICE CREDITS

See details in Order Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

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).

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|-------------|---------------------------------|-----------------|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | 26 March 25 | Date: | 27th March 2025 |