



**Crown  
Commercial  
Service**

# CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

PART A Order Form , Specific Terms and  
PART B Schedules  
PART C RM3764ii Standard (non-  
variable)Terms (*held online*)

<b>Buyer Ref:</b>	CCIS18A79
<b>Date sent to supplier:</b>	27/11/2018
<b>Purchase Order Number:</b>	TBC

## This agreement is between:

### the “Buyer”

The Department for Transport (DfT)

REDACTED

REDACTED

REDACTED

REDACTED

### the “Supplier”

QinetiQ Ltd

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Together the “Parties”

## Service delivery contact details:

<b>Buyer:</b>	<b>Name:</b>	[Redacted]
	<b>Title:</b>	[Redacted]
	<b>Email:</b>	[Redacted]
	<b>Telephone:</b>	[Redacted]

	<b>Name:</b>	[Redacted]
	<b>Title:</b>	[Redacted]
	<b>Email:</b>	[Redacted]
	<b>Telephone:</b>	[Redacted]
<b>Supplier:</b>	<b>Name:</b>	[Redacted]
	<b>Title:</b>	[Redacted]
	<b>Email:</b>	[Redacted]
	<b>Telephone:</b>	[Redacted]

# PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2-RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

## Call-Off Contract term:

1. **Commencement Date:** | 27/11/2018 |
2. **Length of Contract:**

*The Contract will commence upon Award of Contract and will expire on 31<sup>st</sup> March 2019.*

*The Contract will allow for a further seven (7) additional working days beyond the Contract expiry date to enable any outstanding work associated with the project to be submitted.*

*There will be no options to extend the Contract.*

## Contract Charges and payment

3. **The method of payment for the Contract Charges** (GPC or BACS): | BACS |
4. **Invoice details**
  - 4.1. Where and how to send invoices | All invoices must be sent electronically to the following email address: [REDACTED]  
A hard copy of the invoice must be sent to Accounts Payable using the address below; [REDACTED]  
If the Supplier has any queries, they can also contact Shared Services using the contact details below: [REDACTED] The Buyer's Cyber Security Team require that they also are provided copies of all invoices sent to Accounts Payable. The arrangements for this will be agreed following Award of Contract. |
  - 4.2. Who to send invoices to: | [REDACTED] |

4.3. Invoice information required: e.g. *PO, Project*

Prices must be submitted in pounds sterling and be inclusive of expenses and exclusive of VAT. 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 MUST state a relevant purchase order (PO) number. |

**5. Invoice Frequency**

All invoices are to be submitted by the Supplier at the end of the Contract and will be paid for by the Customer at the end of the Contract. The Supplier must submit invoices within one (1) month of the end of the project(31<sup>st</sup> March 2019). |

**6. Contract Charges**

Supplier's Price: £134,958.00 (Excluding VAT).

The total Contract Charges for the Contract must not exceed £150,000 (Excluding VAT).

The breakdown of Roles, Tasks and Firm Date Rates is detailed under Clause 23, pages 7 to 8 of this Contract. |

## Buyer contractual requirements:

7. **Services required: \*** For the supply of: Provision of Consultancy to Increase Understanding of Critical Systems Used within Ports - project ref: CCIS18A79.  
Please note the extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** The location of the Services will be carried out at the Supplier's premises within the UK, and at the Port locations to be confirmed following Award of Contract. |
9. **Relevant convictions:** N/A |
10. **Staff Vetting and Security Clearance:** The Supplier's staff must have the Baseline Personnel Security Standard (BPSS) prior to commencing any work. |
11. **Local health and safety procedures:** N/A |
12. **Non-Disclosure requirements:** The Supplier will sign the Non-Disclosure contained in Annex A. |
13. **Exit Planning:** As per Clause 11 of Framework RM3764ii terms and conditions. |
14. **Security Requirements:** As per Clause 21 of Framework RM3764ii terms and conditions. |  
(including details of Security Policy and any additional Buyer security requirements) \*\*
15. **Protection of Buyer Data:** As per Clause 21 of Framework RM3764ii terms and conditions. |
16. **Standards:** CESG Cyber Security Consultancy Standard |
17. **Business Continuity and Disaster Recovery:** As per Clause 17 of Framework RM3764ii terms and conditions |
18. **Insurance:** As per Clause 16 of the framework agreement RM3764ii  
*Liability Insurance – minimum level of cover £5,000,000*  
*Professional Indemnity – minimum level of cover £2,000,000* |

## Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

19. **Supplemental requirements in addition to the Call-Off Terms** Not Applicable

20. **Buyer Specific Amendments to the Call-Off Terms**

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](#).

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain 90 Working days from the date the Buyer accepts the release of work.
18	Supplier Assistance at Retendering	Will remain 10 Working days
24	Force Majeure	Will remain 15 consecutive Calendar Days
19	Changes co Contract	Will remain 5 Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within 10 working days
38	Liability	Will remain <ul style="list-style-type: none"> <li>• direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring</li> <li>• £500,000 or a sum equal to 200% depending on the liability damage/loss or impact</li> </ul>
39	Termination Events Material Breach	Will remain 15 consecutive Calendar Days

### Further information:

#### \*\* Security Requirements Note:

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

#### What is a security aspects letter?

Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

## Winning Supplier's information:

**21. Suppliers commercially sensitive information**

Section 23 – Pricing  
 All pricing and rates present in this Call-Off Contract including and not limited to Time and Materials and Fixed Price tables.  
 Pricing table page 7&8  
 WP2 Page 30-36  
 WP3 Page 36-38  
 Assumptions table page 44  
 Dependences table Page 45  
 Exclusion table Page 46

**22. Key Sub-Contractors**

N/A

**23. Contract Charges**

a) Day rates and Roles will remain firm for the duration of the Contract and utilised for circumstances specified in 'b)' below otherwise the Fixed Price per port review shall apply.

b) In the situation of the Supplier commencing and making the preparations for an identified Port review, such as;

- i) Allocating and utilising staff resources
- ii) Incurring Travel & Subsistence,
- iii) Where the Supplier is prevented from completing a review for reasons out of the control of its control e.g.an identified Port not co-operating; then

the Customer will pay the reasonable costs incurred by the Supplier in accordance with the firm rates set out under 'Contract Charges (Time and Materials)', which will need to be itemised and will be subject to scrutiny and approval by the Customer. Further; the Customer will pay an additional twenty percent (20%) of the total costs incurred, up to a maximum payment of the total pre-agreed cost for a single Port review set out under 'Contract Charges (Fixed Price)'.

c) In the case of an identified Port not cooperating and as a result a review of that identified Port not being completed, the Customer will not require a review of a replacement (contingency) Port. Therefore, should a review of a Port identified in the Inception meeting not take place, the Customer will not identify a replacement Port for review.

Roles providing	Day rate*	T&S	Total	No. Of people	No. of Days	Total cost
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[Redacted]						
[Redacted]						
[Redacted]						
[Redacted]						
[Redacted]						

Pricing for Provision of One (1) Review	Activity/Task	Role	Discounted Day Rate	Number of Days	Total	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
Any additional costs - such as account management	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	£[Redacted]
<b>Total Fixed Price for Provision of One (1) Review and associated Tasks:</b>						[Redacted]
<b>Total Fixed Price for Provision of Three (3) reviews</b>						[Redacted]

**Buyer's Internal Travel and Subsistence Policy – 'You' within the context of this Contract means 'the Supplier':**

|  
**[Redacted]**

**Acknowledgment:**

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](#)
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](#).

**SIGNED:**

	<b>Supplier:</b>	<b>Buyer:</b>
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	<b>[Redacted]</b>	<b>[Redacted]</b>

# PART B – THE SCHEDULES

## SCHEDULE 1 – SERVICES NEEDED

The purpose of this Contract is for the provision of consultancy services in order to increase the Department for Transport's (DfT) understanding of critical systems used within ports in the United Kingdom (UK).

"Ports" refers to airports and seaports within the UK.

### 1. The Requirement

- 1.1. The Supplier will undertake up to three (3) reviews at up to a maximum of three (3) identified ports.
- 1.2. The Supplier will produce up to three (3) reports, i.e. one (1) report for each port reviewed.
- 1.3. The Buyer will identify the port(s) required for review and will approach the identified ports to establish their availability. This process is currently in progress. The Buyer aims to have identified the required port(s) by the Inception meeting following Award of Contract.
  - 1.3.1. The identified ports will be located within the United Kingdom.
- 1.4. It is important to note that due to time and resource constraints at the port(s) approached, the Buyer may not be able to reach agreement for a review within the timeframe of this Contract (i.e. up to 31 March 2019). Therefore, the minimum number of port(s) to be reviewed within the timeframe of this project cannot be guaranteed.
- 1.5. The Buyer requires the Contract to commence with an Inception meeting with the Supplier to further define and agree scope, methodology and timing following the award of the Contract.
- 1.6. The project will include, but is not limited to the tasks detailed below:
  - 1.6.1. Pre-engagement with port(s), including for logistic purposes and the identification of any preparatory work or material required from the port(s), or from any other relevant sources, prior to site visits;
  - 1.6.2. Site visits covering all identified organisations and port(s);

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- 1.6.3. Identification of the critical cyber systems and services that underpin the port's key function and how they interact with each other;
- 1.6.4. Identification of what happens when the systems and services that underpin the port's key function fail;
- 1.6.5. Identification of the systems that if removed/stopped/attacked or disrupted would deliver the defined impacts across one of their sites;
- 1.6.6. Gaining an understanding of the continuity processes and security mitigations in place for the systems identified;
  - 1.6.6.1. There may be tasks associated with the completion of the required reviews that are not detailed above, but will be relevant to completing the reviews; for example, visits to sites associated with the ports, but not actually at the ports; or, hosting visits from ports and Buyer representatives at the Supplier's own location. This will be discussed and agreed at the Inception and First Review meetings.
- 1.7. The Supplier will inform the Buyer of the dates and times of all site visits and interviews and allow a member(s) of the Buyer's Cyber Security Team and / or the NCSC to accompany them if requested following the award of Contract.
- 1.8. The Supplier will have the expertise, skills and capabilities to undertake the project, specifically on cyber security and operational technology (OT).
- 1.9. The Supplier must provide face-to-face presentations on their review findings and mitigation recommendations as follows:
  - 1.9.1. A presentation update on progress at an agreed point in the process, to be agreed following Award of Contract;
  - 1.9.2. A final presentation to the Buyer and the NCSC, and any industry stakeholders, as agreed following Contract Award.
  - 1.9.3. Final presentations to each of the ports reviewed.
  - 1.9.4. The location / site for the presentations will be agreed following Contract Award. For example, they may take place at either the Supplier's premises or at Buyer's location as detailed under Section 21.
  - 1.9.5. The final presentations will take place at week eleven (11) following Award of Contract, or by no later than one (1) week prior to the Contract Expiry date of 31<sup>st</sup> March 2019.
  - 1.9.6. Should the Successful Provider identify any risks or delays in the project timetable affecting these final presentations, they are to notify the Buyer within one (1) week of the issue being identified.

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- 1.10. The Supplier will sign the Buyer's Non-Disclosure Agreement (NDA) (Annex A).
- 1.11. The Supplier will attend an Inception meeting with the Buyer's representatives to discuss the detail and plan for the project.
- 1.12. The Supplier will attend a First Review meeting with the Buyer's representatives to agree critical systems. This meeting can take place electronically if required, for example via web-chat /virtual systems.
- 1.13. The Supplier will provide the Buyer's Project Manager with fortnightly Progress Reports, which will be supplied by either telephone or email. The method of communication will be confirmed following Award of Contract.
- 1.14. The Supplier will provide final report(s) to the Buyer and the port(s) reviewed. These reports are to include assessment, findings, recommendations and possible next steps to be delivered to the Buyer and the port(s).
  - 1.14.1. The Buyer will share the final reports with the NCSC.
- 1.15. The Supplier will raise any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements. Key risks are to be monitored and must be identified and tracked to ensure the project delivers according to the Key Milestones and Contract expiry date of 31<sup>st</sup> March 2019.
- 1.16. The project report(s) will be classified at OFFICIAL SENSITIVE.

## 2. Key Milestones

2.1. The Supplier will note the following project milestones that the Buyer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Inception Meeting to be held with the Buyer. The location will be confirmed following Award of Contract.	Within week two (2) of Contract Award
2	First review meeting with the Buyer to agree critical systems – this can be conducted over email or virtually (i.e. web conference) if required.	Within week three (3) of Contract Award
3	Supplier to review the identified port(s) IT / cyber procedures and critical system architecture.	Within weeks four to five (4-5) of Contract Award

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4	Supplier to hold face-to-face table-top meeting(s) with the identified ports in order to support their review activities with the port(s) -.	Within weeks six to eight (6-8) weeks of Contract Award
5	Supplier's first DRAFT report to be shared with the port(s) for comments.	Within week nine (9) of Contract Award
6	Supplier's final report(s) to include assessment, findings, recommendations and possible next steps to be delivered to the Buyer and the port(s).	Within week eleven (11) of Contract Award
7	Final Presentations to the Buyer, NSCS, Ports and any identified Industry Stakeholders.	Within weeks eleven to twelve (11-12), but no later than one week before Contract Expiry Date of 31 <sup>st</sup> March 2019.
8	All outstanding work associated with the project to be submitted for the Buyer's approval.	By 31 <sup>st</sup> March 2019; up to seven (7) further working days can be added with agreement.

### **3. Reporting**

- 3.1. As identified within Section 6, the Supplier will provide the Buyer with a report for each port reviewed, following completion of the port reviews.
- 3.2. The final reports must be provided to the Buyer within week eleven (11) of Contract Award. Please refer to Section 1: The Requirement and Section 8: Key Milestones.

### **4. Volumes**

- 4.1. Due to time and resource constraints at the port(s) approached, the Buyer may not be able to reach agreement for a review(s) within the timeframe of this Contract (i.e. up to 31 March 2019). Therefore, the minimum number of port(s) to be reviewed within the timeframe of this project cannot be guaranteed.

### **5. Continuous Improvement**

- 5.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

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- 5.2. Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

## 6. Quality

- 6.1. The Supplier must state how they will ensure a quality product and provide Quality Assurance through the provision of a Quality Plan. The Supplier may provide a summary of the Quality Assurance arrangements, principles, standards and checks they will use within the project.
- 6.2. As per Section 6 of RM3764ii Standard Terms, the Supplier at all times during the Contract period shall ensure that the Services are delivered in accordance with: the current NCSC Guidance ([www.ncsc.gov.uk](http://www.ncsc.gov.uk)) (and the Supplier shall follow the guidance set out regarding the processes and procedures set out there in); the Standards; the Key Performance Indicators (KPIs); the Methodology; and all other applicable provisions of the Contract.

## 7. Staff and Customer Service

- 7.1. The Supplier will provide a sufficient level of resource throughout the duration of the Provision of Consultancy to Increase Understanding of Critical Systems used within Ports Contract in order to consistently deliver a quality service to all Parties.
- 7.2. The Supplier's staff assigned to the Provision of Consultancy to Increase Understanding of Critical Systems used within Ports Contract shall have the relevant qualifications and experience to deliver the Contract.
- 7.3. The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

## 8. Service Levels and Performance

- 8.1. The Buyer will measure the quality of the Supplier's delivery by:
- 8.1.1. Assessment of their progress alongside the agreed Key Milestones (Section 2 of Schedule 1).

KPI/SLA	Service Area	KPI/SLA description	Measure
1	Progress Report	Fortnightly Progress reports will be supplied to the Buyer's project manager (confirmed at the Inception meeting) by phone or email (to be confirmed following Award of Contract). This will include a summary of progress against the delivery.	Fortnightly

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2	Risk monitoring	<p>The Supplier will raise weekly any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements.</p> <p>Key risks are to be monitored, should be identified and tracked by the Supplier to ensure the project delivers.</p>	Weekly
3	Communication	The Supplier will acknowledge any communications from the Buyer's contract/project manager within two (2) working days.	Within two (2) working days
4	Emergencies	If there is an urgent issue, the Supplier shall make the Buyer's contract/project manager aware of this within two (2) working days.	Within (2) working days

8.2. Where the Supplier fails at the above KPIs/SLAs measures, the Buyer will, in the first instance, seek a mutually agreeable resolution with the Supplier. However, if this is not possible, the Buyer reserves the right to cancel the agreement and seek alternative supply from the next ranked potential provider identified during the procurement event.

**9. Security Requirements**

- 9.1. The Supplier must be able to handle and store classified material up to and including OFFICIAL SENSITIVE level. The project report will be classified at OFFICIAL SENSITIVE.
- 9.2. As a minimum, the Supplier's staff must have the Baseline Personnel Security Standard (BPSS).
- 9.3. Information classified at OFFICIAL SENSITIVE level relating to this project must not be communicated electronically, except between the Supplier and the Buyer (and other parties approved by the Buyer) and then only using the methods below.

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- 9.4. The Supplier must ensure the security of the information in transit. Electronically this will involve using software (for example Egress Switch system) to encrypt the files, preferably using AES-256, or other measures that offer an equivalent level of protection.
- 9.5. Any passwords used to encrypt files must be complex and must be conveyed separately to the files themselves.
- 9.6. Any electronic files must be stored on an IT system that has access controls that only allow approved personnel with a genuine 'need to know', i.e. those involved with the project, to access the files to read and copy. The IT system must be protected by an appropriate firewall. The Supplier will determine their approved personnel.
  - 9.6.1. Once electronic files are no longer needed they must be deleted from the IT system in a way that makes recovery unlikely, either by overwriting the storage space or eventual dilution and deterioration on a busy shared storage system.
  - 9.6.2. Paper copies (including drafts and notes) and any removable electronic storage must be locked away when not in use to prevent unauthorised access. Printed material must be marked OFFICIAL SENSITIVE and numbered to ensure no copies are lost. Paper and printed material must be shredded when no longer needed.
  - 9.6.3. If any paper copies are to be posted, advice must be sought from the Buyer.
  - 9.6.4. Access to all material generated by this project (not included source data unless supplied by the Buyer) must be on a limited and controlled basis, by persons approved by the Buyer.
- 9.7. The Supplier will enter into a Non-Disclosure Agreement (NDA) (Annex A) with the Buyer.
  - 9.7.1. The Buyer will provide a Non-Disclosure Agreement (NDA) – Annex A, which is to be signed on Contract Award by the Supplier and the Buyer. This NDA will cover the entire (whole) Contract, including all parts to be reviewed and reports to be produced. Where a part requires a copy of the completed NDA, this will be provided by the Buyer.
- 9.8. Any personal information obtained under this contract must be controlled in compliance with the General Data Protection Act (GDPR).
- 9.9. Further information on security classification is available on the Cabinet Office website at the following addresses:
  - a) <http://www.cabinetoffice.gov.uk/sites/default/files/resources/hmg-personnel-security-controls.pdf>
  - b) <https://www.gov.uk/government/publications/security-policy-framework>
  - c) <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

## 10. Intellectual Property Rights (IPR)

- 10.1. All copyright, know-how and other property rights generated from this project remain the property of the Crown. The Supplier shall ensure that all documentation, and wherever possible all computer media, are clearly marked accordingly.

## 11. Additional Information

- 11.1. The Supplier will agree not to publicise their involvement in this work without the express authorisation of the Department for Transport. The Supplier will complete the Buyer's Non-Disclosure Agreement (NDA) (Annex A).

## 12. Location

- 12.1. The location of the Services will be carried out at the Supplier's premises within the UK and at the Buyer and port locations to be agreed following Award of Contract.
- 12.2. The Supplier will travel to the Buyer's premises if required for meetings as detailed under Section 6.
- 12.3. The Buyer's main location is at:
  - 12.3.1. Department for Transport  
**REDACTED**
- 12.4. The Supplier will travel to the identified port locations. Travel to any other locations will only be permitted with prior permission of the Buyer and will be at the Buyer's Travel & Subsistence rates as identified in this Contract.

## SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

[Redacted]

## **SCHEDULE 3 - BUYER RESPONSIBILITIES**

**[Redacted]**.

## **SCHEDULE 4 – NON-DISCLOSURE AGREEMENT**

The Supplier agrees not to publicise their involvement in this project with th express authorisation of the Buyer. The Supplier will complete the Buyer's non-disclosure agreement on Award of Contract, please refer to Annex A – Non-Disclosure Agreement.

## SCHEDULE 4 – STATEMENT OF WORK (SoW)

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

- The initial Service Delivery Plan – developed for this SoW
- Addition documents to support the deliverables
- High level objectives for this SoW

### Overview:

<b>SoW start date:</b>	
<b>SoW Reference:</b>	CCIS18A79
<b>Buyer:</b>	The Department for Transport
<b>Supplier:</b>	QinetiQ Limited
<b>Sub-Contractors:</b> <i>(list all sub-contractors)</i>	N/A
<b>Overall Estimated Service Completion Date:</b> <i>(the "Completion Date")</i>	31/03/2019
<b>Duration of SoW</b> <i>(How long the SoW will last – expressed as Working Days)</i>	
<b>Charging Mechanism(s) for this SoW:</b> <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Fixed Price

### Key Personnel:

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

**Table of Key Personnel:**

Name	Role	Details
[Redacted]	[Redacted]	<b>At least SC</b>
[Redacted]	[Redacted]	<b>At least SC</b>

### Deliverables:

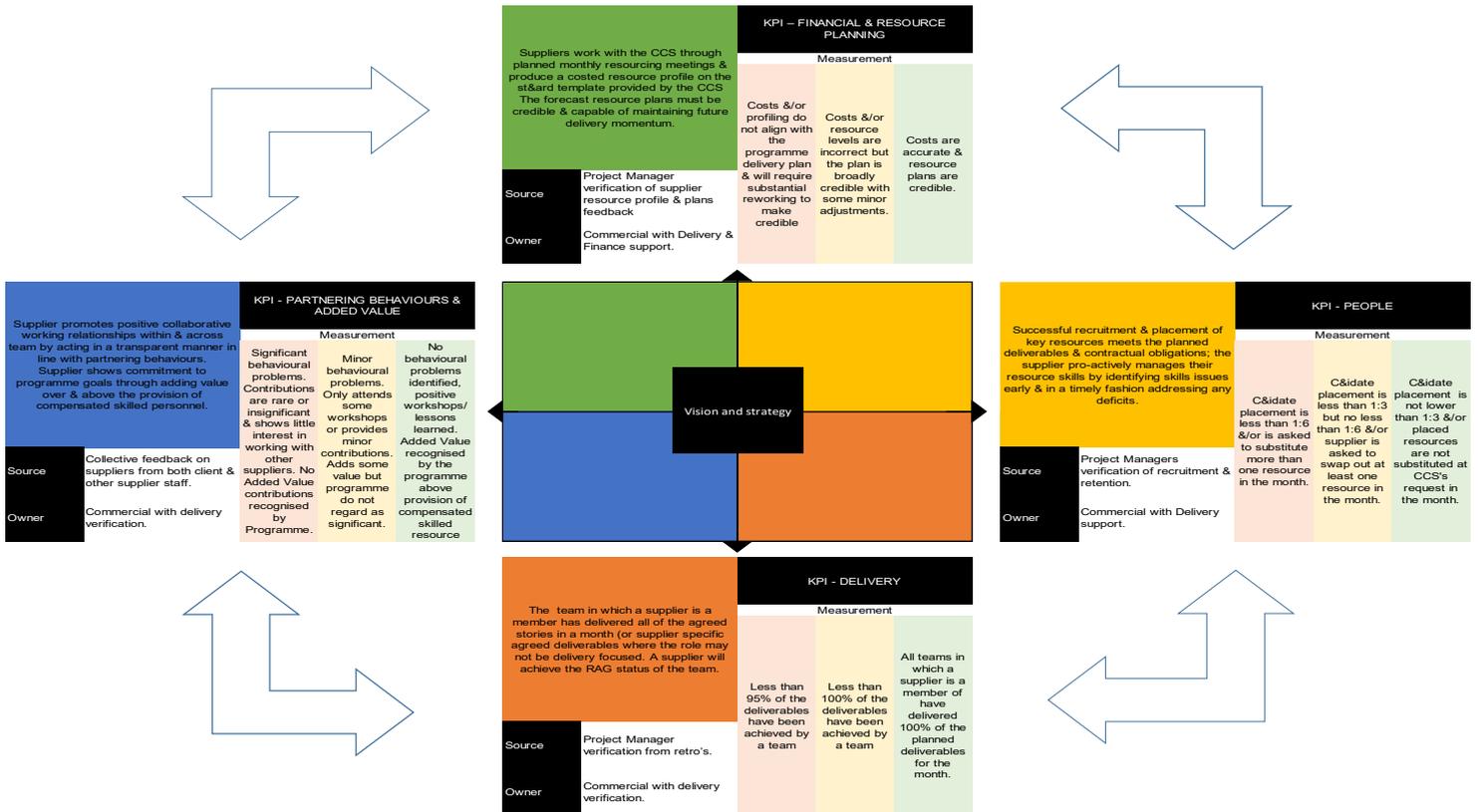
N/A

## **Additional Requirements**

N/A

## Balanced scorecard & KPIs:

In addition to the Supplier's performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIs for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](#)



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## Contract Charges:

The Maximum Price for this SoW is: £150,000.00 excluding VAT |

The preferred charging mechanism for this SoW is: *(Please tick below)*

- CAPPED TIME AND MATERIALS (complete Time and Materials table)
- TIME AND MATERIALS (complete table below)
- FIXED PRICE (complete table below)
- MILESTONE DELIVERABLES

The detail behind each charging mechanism is found below.

### Capped Time and Materials

- The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
- The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
- Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

### Time and Materials (T&M)

- The T&M pricing structure shall apply:
  - ✓ for Services delivered (or as agreed otherwise by the Parties); and
  - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
  - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
  - or pro rata for every part of a day that the Supplier Staff are actively performing the Services
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Per Review:

Roles providing	Day rate*	T&S	Total	No. Of people	No. of Days	Total cost
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

**Fixed Price**

- Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
- The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
- Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

Pricing for Provision of One (1) Review	Activity/Task	Role	Discounted Day Rate	Number of Days	Total	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
Any additional costs - such as account management	[Redacted]	[Redacted]	[Redacted]	[Redacted]	£ [Redacted]	[Redacted]
<b>Total Fixed Price for Provision of One (1) Review and associated Tasks:</b>						[Redacted]
<b>Total Fixed Price for Provision of Three (3) reviews</b>						[Redacted]

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**Milestone Deliverables**

- Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.

- The Supplier must complete the service Deliverable by the due date.
- The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
- Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

## Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

**Signed by an authorised signatory for and on behalf of the Buyer and the Supplier**

**SIGNED:**

	Supplier:	Buyer:
Name:		
Title:		
Signature:	<p>X</p> <hr/>	<p>X</p> <hr/>
	Select date	Select Data

Please send copies of all SoW to Crown Commercial Service email:  
[Cloud\\_Digital@crowncommercial.gov.uk](mailto:Cloud_Digital@crowncommercial.gov.uk) titled Cyber Security Services 2 SoW.

## SCHEDULE 6 - CONTRACT CHANGE NOTE

Call-Off Contract reference: |Insert |

Contract Change note variation number: |Insert |

### This amendment to the agreement is between:

#### the “Buyer”

|Buyer Full Name

|Buyer Full Address|

#### the “Supplier”

|Supplier Full Name |

|Supplier No. |

|Supplier Full Address |(registered office address)

### The variation:

The Contract is varied as follows and shall take effect on the date signed by both Parties:

#### Full Details of the proposed change:

|Insert |

#### Reason for the change:

|Insert |

#### Likely impact, if any, of the change on other aspects of the Contract:

|Insert |

Words and expressions in this Contract Change Note shall have the meanings given to them in the Contract.

The Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

### Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

#### SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:	<p>X</p> <hr/> <p>Select date  </p>	<p>X</p> <hr/> <p>Select Data  </p>

# PART C – RM3764ii Standard Terms

The standard terms and conditions of the RM3764ii Call-Off Contract have been developed specifically for government/public sector.

These terms are non-variable and can be found on the CCS website:  
<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3764ii>