

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

CALL-OFF REFERENCE:	701246374 (DInfoCom/0149)
THE BUYER:	Army D Info Commercial
BUYER ADDRESS:	Blenheim Building, Army Headquarters, Monxton Road, Andover, Hampshire SP11 8HJ
THE SUPPLIER:	Actica Consulting Ltd.
SUPPLIER ADDRESS:	4 Stirling House, Stirling Road, Surrey Research Park, Guildford Surrey GU2 7RF
REGISTRATION NUMBER:	03396854 (Company registration) 997301978 (VAT registration)
DUNS NUMBER:	520304304
SID4GOV ID:	N/A
DPS SUPPLIER REGISTRATION SERVICE ID:	N/A

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 01 Jun 2021.

It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORIES

- 1. Certification:** Non-NCSC Assured Service,
- 2. Subject Area.**
 - 2.1 Consultancy and Advice:**
 - 2.1.1 Risk Management,
 - 2.1.2 Risk Assessment,
 - 2.1.3 Audit and Review,
 - 2.1.4 Security Architecture,
 - 2.1.5 Business Continuity and Disaster Recovery (BCDR),
 - 2.1.6 Certification (e.g. Cyber Essentials),
 - 2.1.7 Training,
 - 2.1.8 Policy Development,
 - 2.2 Incident Management:**
 - 2.2.1 Cyber Incident Response,
 - 2.2.2 Disaster Recovery,
 - 2.2.3 Threat Intelligence,
 - 2.2.4 Business Continuity and Disaster Recovery – BCDR,
- 3. Accreditations and Standards:**
 - 3.1 Cyber Essentials Plus,
 - 3.2 CREST/Tiger/Cyber/Other Qualified,
 - 3.3 Clearance: Security Check,
 - 3.4 Clearance: Developed Vetting,
- 4. Sectors / Experience.**
 - 4.1 Application Experience:**
 - 4.1.1 Networks,
 - 4.1.2 Database,
 - 4.1.3 Internet,
 - 4.1.4 Cloud,
 - 4.1.5 Premises,
 - 4.1.6 Endpoint/applications,
 - 4.1.7 GDPR.

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:
 - 3.1 **Joint Schedules for RM3764iii**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) – **N/A**
 - Joint Schedule 9 (Intentionally Blank)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - 3.2 **Order Schedules for RM3764iii for 701246374 (DInfoCom/0149)**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Intentionally Blank) – **N/A**
 - 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) Part B
 - Order Schedule 10 (Exit Management)
 - Order Schedule 11 (Intentionally Blank)
 - Order Schedule 12 (Intentionally Blank)
 - Order Schedule 13 (Implementation Plan and Testing) – **N/A**
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 16 (Intentionally Blank)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 19 (Scottish Law) – **N/A**
 - Order Schedule 20 (Order Specification)
 - Order Schedule 21 (Northern Ireland Law) – **N/A**
 - 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.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

1. **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.**
 - (a) Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority 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.
 - (b) The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

ORDER START DATE: 01 Aug 2021

ORDER EXPIRY DATE: 31 Jul 2023

ORDER INITIAL PERIOD: 24 months

ORDER OPTIONAL EXTENSION 12 months

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 £346,500.00 ex VAT.

ORDER CHARGES

Maximum Core Amount to utilise resources as and when required:	<p>Core: Call Off charges for twenty-four (24) month Core will be in accordance with the agreed Monthly Statement of Work (Annex B) and the Firm Price Man Days Rates (Order Schedule 5) to a maximum of £693,000.00 ex VAT. (T&S not applicable to Core).</p> <p>Limit of Liability: Ad-Hoc Tasking Order Form at Annex A will be agreed between the Supplier and the Authority, for additional outcomes as and when required, as a maximum cost utilising the Firm Priced Man Day Rates (Order Schedule 5). Ad-Hoc Task costs will fall out of the Non-Guaranteed Limit of Liability of £400,000.00 ex VAT. (T&S will be in accordance with Order Schedule 5 (Pricing Details) Annex 1: Expenses Policy).</p>
Maximum Option Period Amount to utilise resources as and when required:	<p>Option: Call off charges for the Option Period will be in accordance with the agreed Monthly Statement of Work (Annex B) and the Firm Price Man Days Rates (Order Schedule 5) to a maximum of £346,500.00 ex VAT (AUTHORITY TO EXERCISE OPTION IF REQUIRED 3 MONTHS PRIOR TO EXPIRY OF CONTRACT)</p>
Charging Method:	Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Order Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

There are no T&S associated with the Contract.

PAYMENT METHOD

CP&F.

Invoice frequency:	Monthly in arrears in accordance with Monthly Statement of Work. (Annex B).
Invoice information required:	<p>To be submitted through Exostar:</p> <ul style="list-style-type: none"> • Contract reference, • PO reference, • Work undertaken • Number of resources, • Number of days, • Day rate • UIN against associated requirement

BUYER'S INVOICE ADDRESS:

Mrs Rachel Honnor

SO2 Compliance

Rachel.Honnor504@mod.gov.uk

Army Digital Services, The Army Software and Analytics House, Information Exploitation Department, Directorate of Information, Army Headquarters, Zone 4, IDL 405, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11

BUYER'S AUTHORISED REPRESENTATIVE

Toni Prince MCIPS
D Info Commercial Team Leader
toni.prince177@mod.gov.uk
Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines,
Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S ENVIRONMENTAL POLICY – N/A

BUYER'S SECURITY POLICY

Appended at Order Schedule 9.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Matt Gibson
Director
Matthew.gibson@actica.co.uk
4 Stirling House, Stirling Road, Surrey Research Park, Guildford, Surrey, GU2 7RF

SUPPLIER'S CONTRACT MANAGER

Matt Gibson
Director
Matthew.gibson@actica.co.uk
4 Stirling House, Stirling Road, Surrey Research Park, Guildford, Surrey, GU2 7RF

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month based on the monthly SoW.

PROGRESS MEETING FREQUENCY

Weekly stand-ups, Monthly progress, quarterly performance review, dates TBC.

SUPPLIER KEY STAFF

Paul Batley
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KEY SUBCONTRACTOR(S)

Telkeda Ltd
31 Wellington Road, Nantwich, Cheshire, CW5 7ED

Computer Network Defence Ltd
Unit 1 Gate Farm High Street, Sutton Benger, Chippenham, Wiltshire, SN15 4RE

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Man Day Rates.

SERVICE CREDITS – N/A

ADDITIONAL INSURANCES – N/A

GUARANTEE – N/A

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Signature Redacted due to data sensitivity	Signature:	Signature Redacted due to data sensitivity
Name:	Matthew Gibson	Name:	Toni Prince MCIPS
Role:	Company Director	Role:	Army DInfo Comrcl SCO
Date:	10 th June 2021	Date:	16 June 2021