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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **PS119 Maturing the DD Portfolio**

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: RM1043/PS119

Call-Off Title: PS119 Maturing the DD Portfolio

Call-Off Contract Description: The Defence Digital Portfolio Team (DDPT) uses Portfolio, Programme & Project Management (P3M) tooling to manage programmes & projects as well as generate quality outputs. DDPT P3M Tooling project will address core capability gaps to improve services provided to users, & manage the maintenance, upgrade, or enhancement of the existing suite of P3M tooling services across all classifications.

The Buyer:

Buyer Address: MOD Corsham, SN13 9NR

The Supplier: Deloitte LLP

Supplier Address: 1 New Street Square, London, United Kingdom, EC4A 3HQ

Registration Number: OC303675

DUNS Number: 364807771

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **01 February 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 1: Digital Outcomes

### **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

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Schedule 9 (Security) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off

Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 17

(MOD Terms) ○ 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 contract.

Call-Off Start Date: 1<sup>st</sup> February 2023

Call-Off Expiry Date: 30<sup>th</sup> June 2023

Call-Off Initial Period: 5 months

Call-Off Optional Extension Period: 6 Months (subject to authority approval)

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £399,040 (Ex VAT) fixed price, of monthly milestone payments. T&S will be at MOD extant rates, only with the prior approval of the Project Manager.

### **Call-Off Deliverables**

See individual Statement of Work at Appendix 1.

### **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 requirement are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformity shall be provided in accordance with DEFCON 627
- No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – 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 prior to commencing the provision of any Deliverables under this Call-Off Contract. DCCP- RAR-276796760 Cyber Risk Profile: Low SAQ to be completed, copy to also be sent to Comrcl.

### **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 [REDACTED]

### **Call-Off Charges**

[REDACTED]

### **Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5

### **Payment Method**

Invoices are to be submitted via the EXOSTAR system to MOD CP&F.

### **Buyer's Invoice Address**

MoD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR

### **Buyer's Authorised Representative**

MoD Corsham, Westwells Road, Corsham, Wiltshire, SN13 9NR

### **Supplier's Authorised Representative**

[REDACTED]

### **Supplier's Contract Manager**

[REDACTED]

### **Progress Report Frequency**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Insert report frequency:** On the first Working Day of each calendar month

**Progress Meeting Frequency**

**Insert meeting frequency:** Quarterly on the first Working Day of each quarter

**Key Staff**

[Redacted]

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

[Redacted]

**Balanced Scorecard**

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

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

Not applicable

**Statement of Works**

[Redacted]

**For and on behalf of the Supplier:**

Signature:

Name:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Role:

Date: 22 February 2023

**For and on behalf of the Buyer:**

Signature:

Name:

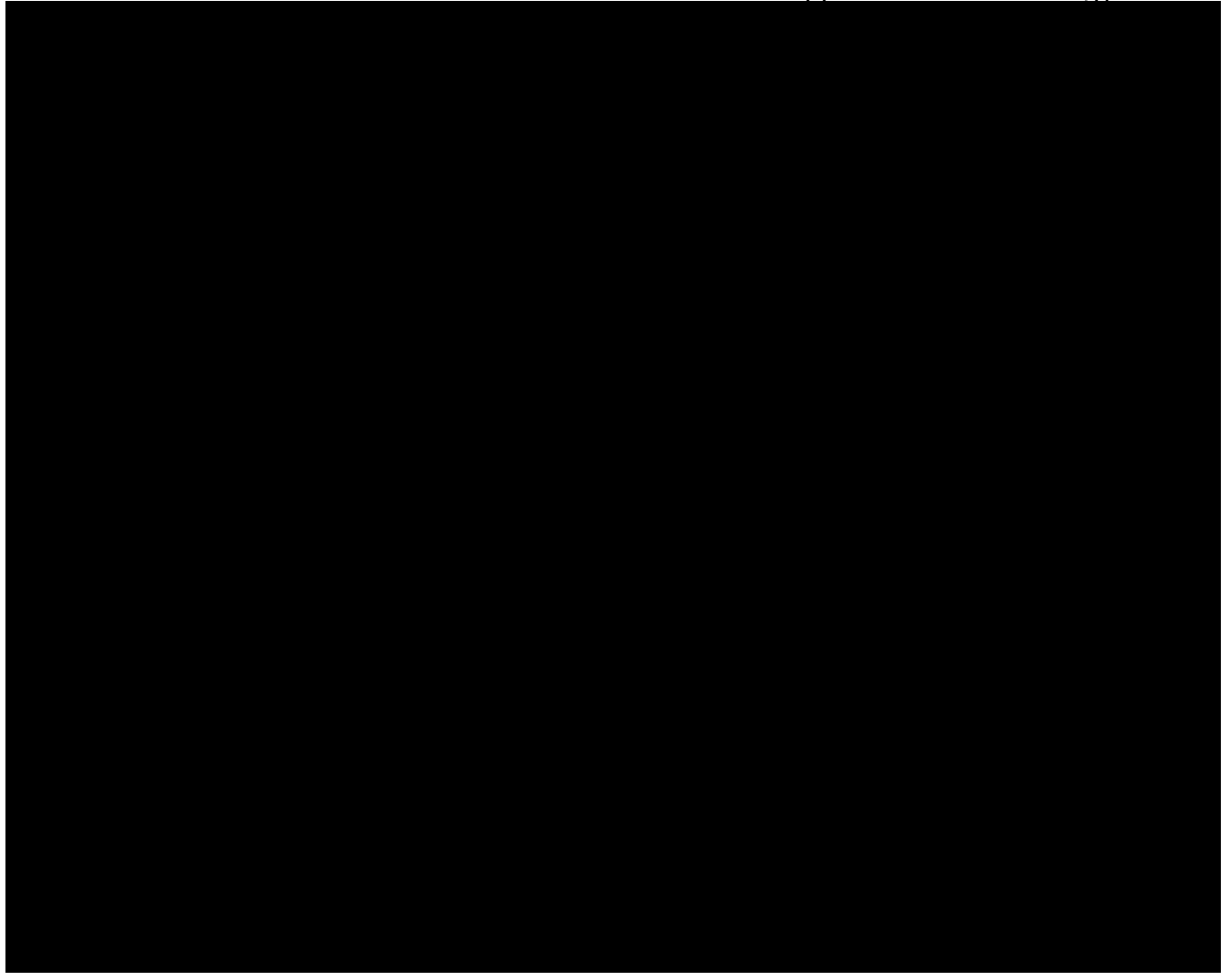
Role:

Date:

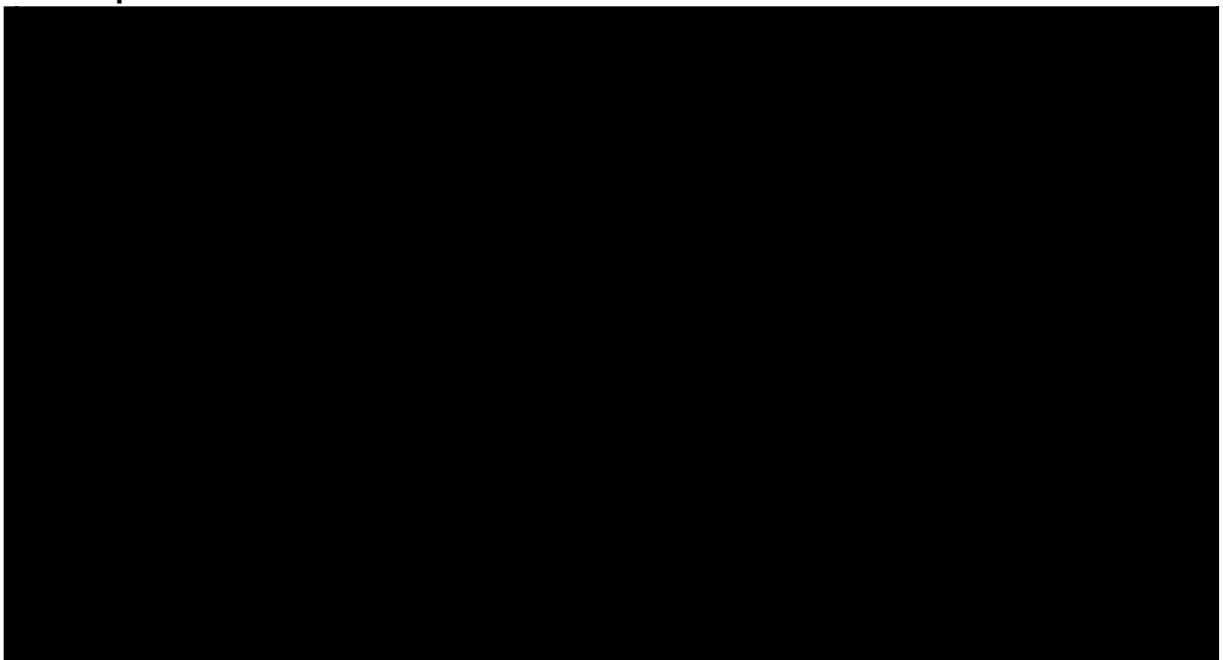
Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## **Appendix 1**

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

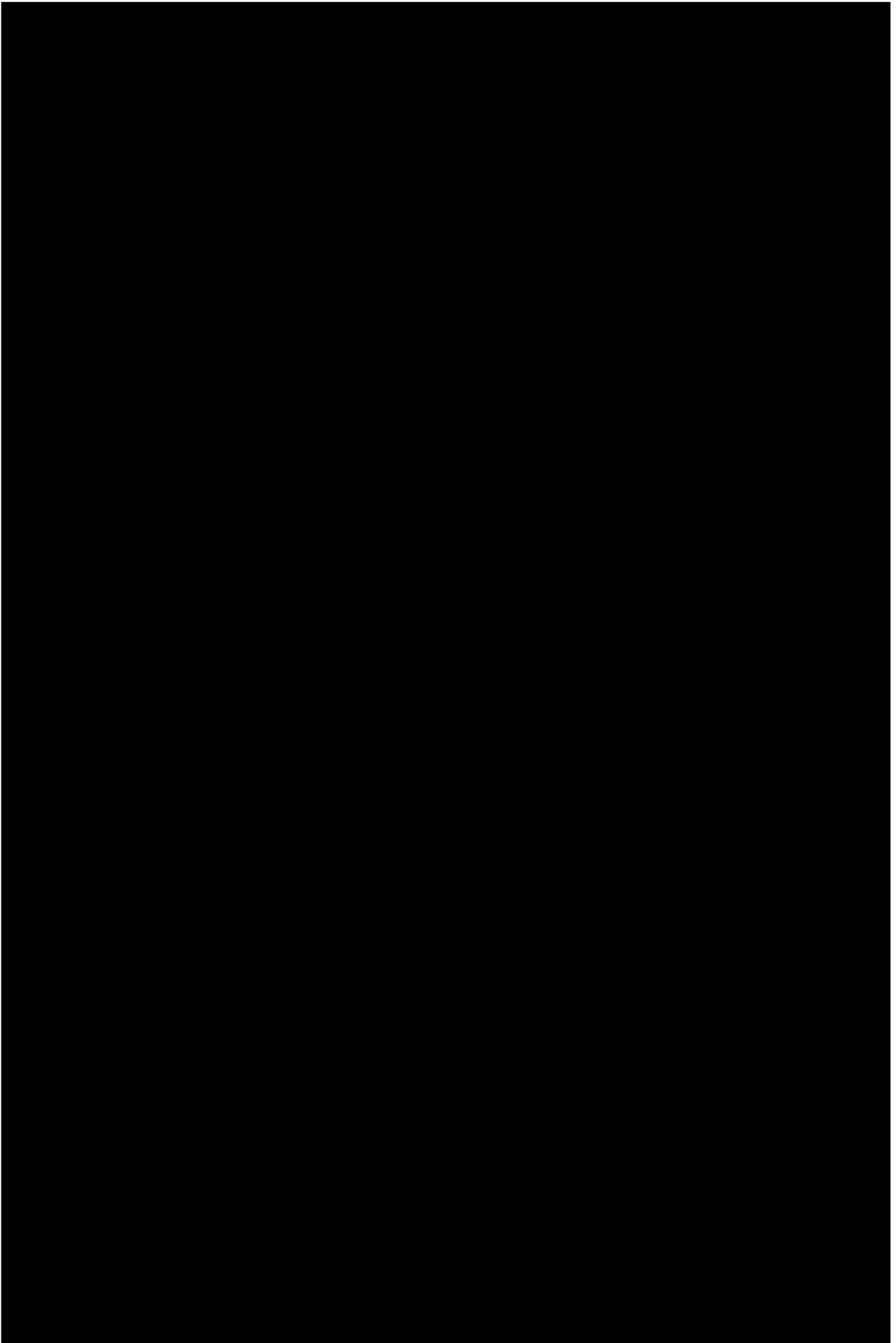


## **Assumptions**





[illegible]



## **Annex 1 (Template Statement of Work)**

### **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.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

## 3 Buyer Requirements – SOW Deliverables Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary] ]

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

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

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

**4 Charges**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Call Off Contract Charges:**

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

**Rate Cards Applicable:**

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.] **Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

## **5 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:**

Title:

Date:

Signature:

**For and on behalf of the Buyer Name:**

Title:

Date:

Signature:

### **Annex 1 Data Processing Not applicable**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></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"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></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"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b> 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"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> <li>• [Insert the scope of other Personal Data provided by one Party]</li> </ul>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

	<p>who is Controller to the other Party who will separately determine 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><b>[Guidance</b> 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.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]