



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/PS152

Call-Off Title: SSvRIS SAC

Call-Off Contract Description: Assist in the delivery and management of all security documentation and aspects to ensure each service transits safely through the Secure by Design process

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

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

The Supplier: Ebeni Limited

Supplier Address: Hartham Park, Hartham Lane, Corsham, SN13 0RP

Registration Number: 05074255

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24th March 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

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)

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 4 (Call Off Tender) ○ 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 Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 17 (MOD Terms) ○ Call-Off Schedule 20 (Call-Off Specification)

- 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-224200776 DCPD Cyber Risk Level. In accordance with DEFCON 658 level deemed moderate.

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 22/02/2023 (Reference 20230222-PS152SAC-SaL-v1_0-OSC). Supplier acknowledges and will comply with SAL by signing contract.

Call-Off Start Date: 03 April 2023

Call-Off Expiry Date: 31 July 2024

Call-Off Initial Period: 16 months

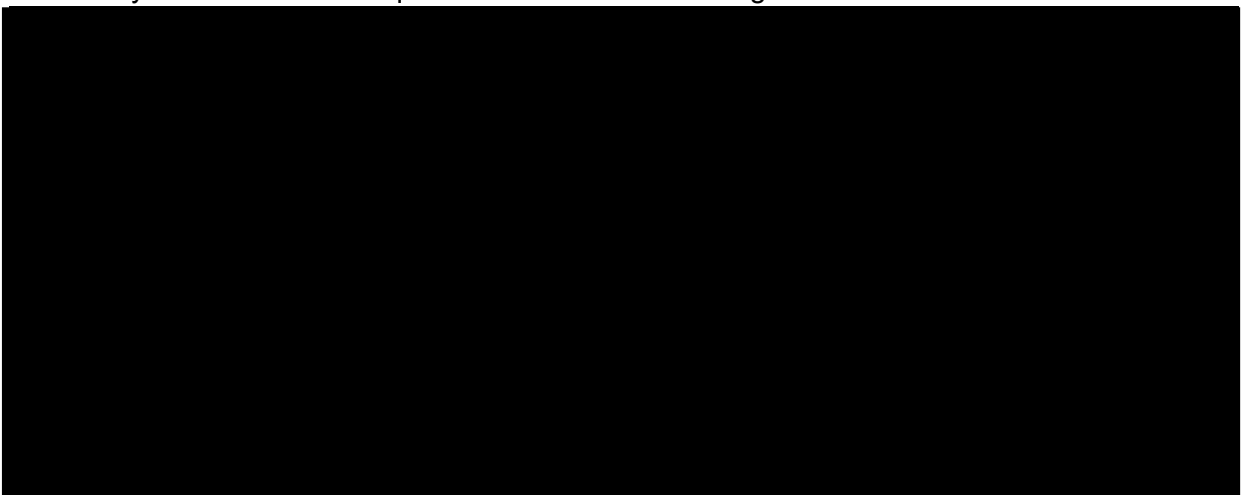
Call-Off Optional Extension Period: Subject to financial approval an 8 month extension from 1st August 2024 – 31st March 2025 - £ ex VAT (based on days at £ ex VAT)

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £223,740.00 ex VAT (based on days at £ ex VAT)

Call-Off Deliverables

Initially the SAC will be required to deliver the following:



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

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 £ ex VAT

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

Not applicable – there is no Time and Subsistence.

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:

Buyer's Authorised Representative

Project Manager

Supplier's Authorised Representative

Hartham Park, Hartham Lane, Corsham, SN13 0RP

Supplier's Contract Manager

As above

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Fortnightly

Key Staff

[REDACTED]

Key Subcontractor(s) Not

Applicable.

Commercially Sensitive Information

[REDACTED]

Statement of Works

[REDACTED]

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

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.

SOW Title: SSvRIS SAC

SOW Reference: 20201117-SoR_SMOps_SAC_External-v0.3-OS

Call-Off Contract Reference: PS152

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

Supplier: Ebeni Limited

SOW Start Date: 3rd April 2023

SOW End Date: 31st July 2024

Duration of SOW: 16 months

Key Personnel (Buyer):



Professional Services

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



Professional Services

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



Spur A1, Building 405, MOD Corsham, Westwells Road, SN13 9NR

Key Personnel (Supplier):

Hartham Park, Hartham Lane, Corsham, SN13 0RP

Subcontractors: Not applicable.

2 Call-Off Contract Specification – Deliverables Context

Delivery phase(s): Live

Overview of Requirement: Delivery

3 Buyer Requirements – SOW Deliverables Outcome Description:

ID	Support to the Delivery & Development of the Accreditation Strategy	Acceptance Criteria	Completion Date
1.01	Retain ownership of all DART entries assigned to the Interoperability deployed section.	Via DART membership.	As and when required
1.02	Keep engagement with the accreditors of each system.	Determine issues and ascertain way forward to achieve accreditation.	As and when required
1.03	Complete database of actions.	Agree action with accreditor and Service Managers.	Ongoing
1.04	Engage with service providers and stakeholders of each live service.	Schedule Security Working Groups. Gather evidence to complete security documentation.	Ongoing
1.05	Complete security assurance documentation in line with accreditation procedures.	Update DART and appraise all parties of any changes to security documentation.	Ongoing
1.06	Continues to support the Delivery and Development as the SAC for the services within Interoperability Deployed.	As per Terms of Reference	Ongoing
1.07	Keep appraised of existing and newly implemented security instructions.	JSP 440, JSP 604 etc...	Ongoing
1.08	Manage and support the move to a new style of Sy Assurance and Risk Management.	Support to 'Secure by Design' processes towards Sy Assurance/Risk Acceptance between SOR and Project Team, Stakeholders.	Ongoing

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 ap-proved.

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.

SOW Standards:

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 **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)
Deployed Security Assurance Coordinator		PS152	

4 Charges

Call Off Contract Charges:

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



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

Rate Cards Applicable: £ ex VAT

Reimbursable Expenses:

Not applicable – there is not Time and Subsistence

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 Buyer Name:

Title:

Date:

Signature:

Annex 1

Data Processing – Not applicable, schedule not used.

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:

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

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</p> <p>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]
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	<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>[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.]
<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]