

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: 704530450 - Cyber Awareness,
Behaviour & Culture – Behavioural
Interventions

THE BUYER: Ministry of Defence

BUYER ADDRESS Defence Digital
Defensive Cyber & Crypto
Spur F1, Building 405,
MOD Corsham
SN13 9NR

THE SUPPLIER: Capgemini UK plc

SUPPLIER ADDRESS: Forge End, Woking, Surrey, GU21
6DB

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 230842242

DPS SUPPLIER REGISTRATION SERVICE ID: 329003

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 21st September 2022.

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

DPS FILTER CATEGORY(IES): Non-NCSC Assured Services, SC Cleared

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
 - Joint Schedule 1 (Definitions)
 - 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 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) - Quality Plan is not required to be produced as part of this Contract.
 - 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 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 20 (Specification)
 - Order Schedule 22 (Secret Matters)

Order Schedule 8, 10, 13 and 15 shall be tailored for each SoW

4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. Annexes A & B to Order Schedule 6

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.

The application of Order Schedules 8, 10, 13 and 15 shall be agreed in each Statement of Work, with the obligations thereunder agreed as chargeable elements of the Services.

ORDER SPECIAL TERMS

Not Applicable

DPS Ref: RM3764iii
Model Version: v1.0

ORDER START DATE: 17th October 2022

ORDER EXPIRY DATE: 16th October 2024

ORDER INITIAL PERIOD: Two Years

ORDER OPTIONAL EXTENSION: Two extensions up to six (6) months each.

DELIVERABLES

See full details in DPS Order Schedule 20 (Specification). A summary of key milestones and deliverables can be found below, as will be confirmed and further defined under Order Schedule 20 and any Statements of Work:

Description	Quantity/Frequency per annum	Success Metric
Personnel on-boarding	September 2022	Approval from MoD Senior Project Manager
Priority Risk Behaviours List	Annually	Acceptance of presented list by Cyber Resilience Oversight Board. List to be delivered by 1 st January 2023
Time-Boxed Behavioural Interventions	Between 6 – 12 interventions	Three gate reviews required, currently run as three workshops: <ol style="list-style-type: none">1. Target Audience, Behavioural Objective and the Measure Of Effect (MOE) agreed and signed off.2. Assurance that sufficient social controls are in place within the identified area to ensure the safety of participants and the integrity of the data.3. Successful intervention (deemed successful if the behaviour identified has changed based on the MOE) and scalable.
Catalogue Items	Phishing reporting exercises – Monthly	Phishing reporting exercises – 20,000 delivered per month. Malicious floorwalking – Delivered in accordance with the exercise programme.

	Malicious floorwalking– At customer request	
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MAXIMUM LIABILITY

The LoCL for this Order Contract is **£1,494,216 ASSESSMENT VALUE**.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details).

SERVICE POINTS

The Authority's Project Manager shall be responsible for the conduct and affordability of each Phase, including allocation of Service Points.

The Service Points process shall be as follows:

- a. Prior to the start of each milestone, the Supplier shall offer a forecast Service Point Budget for that milestone to the Authority for planning purposes;
- b. Throughout each milestone, planning cycle meetings will be used to determine the desired output from each planning cycle, and plan the allocation of points to that planning cycle;
- c. Points allocations, and any amendments to such allocations, shall be mutually agreed and approved by the Authority.
- d. Daily stand-up meetings will be used by the Authority to understand the progress of development through the planning cycle.
- e. The Sprint Review Report will provide the formal record of the output from the sprint, and its total cost in Service Points. These Reports will be reviewed and approved by the Authority, including confirmation that the points-usage was as stated.
- f. Invoices for Service Points will use references to Sprint Review Reports to justify the claim for payment.

Service Points consumed shall be paid monthly in arrears in accordance and subject to the payment and Invoicing terms as set out in this Order Form

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract. Provision included in Pricing Schedule. The provision of T&S will be added to the Contract Purchase Order and will act as a Limit of Liability to call off travel requirements.

PAYMENT METHOD

Payment will be made via CP&F following successful delivery of the services.

Payment can only be made following the acceptance of a valid invoice. Each invoice must include an elemental breakdown of work completed and the associated Charges submitted via the Defence Digital Project Manager quoting the Contract Number.

BUYER'S INVOICE ADDRESS:

Defence Digital,
Defensive Cyber & Crypto – Cyber Delivery Team,
Spur F1, Building 405,
MOD Corsham,
Westwells Road,
Corsham,
SN13 9NR

BUYER'S AUTHORISED REPRESENTATIVE

Name: Colin Sinkins
Email: Colin.Sinkins919@mod.gov.uk
Address: Defence Digital, Defensive Cyber & Crypto, Spur F1, Building 405, MOD Corsham, SN13 9NR

BUYER'S ENVIRONMENTAL POLICY

MOD Corsham Environmental Management System, Version 3.0, Dated June 2019. This is available online at [20190625-EMS Corsham Site June 2019 Document \(1\).doc \(sharepoint.com\)](#). This can be viewed on MODNET.

BUYER'S SECURITY POLICY

OD Corsham Site SAOP 1 -Corsham Security Standing Orders, Issue 15, Dated March 2021. This is available online at [SAOP 1 Corsham Security Standing Orders.pdf \(sharepoint.com\)](#). This can be viewed on MODNET.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Jayna Makwana (Director)
40 Holborn Viaduct, London, EC1N 2PB

SUPPLIER'S CONTRACT MANAGER

Jayna Makwana (Director)
40 Holborn Viaduct, London, EC1N 2PB

PROGRESS REPORT FREQUENCY

On a monthly basis the Supplier shall provide a Monthly Report against progress of the service and attend a review meeting to discuss this. The report shall be issued two days before the meeting. The meeting may be delivered via conference call or

face-to-face with the Authority. The meeting will be used as a formal checkpoint for plans as well as an opportunity to formally escalate any matters that needs attention.

As a minimum the report should cover:

- Progress against the schedule of interventions and deliverables.
- Risks, issues, opportunities, dependencies and assumptions
- Current rolling forward plan of interventions.
- Review of T&S and any other additional costs
- Escalations

This should be delivered by e-mail to the Project Manager and a Commercial Representation agreed at Contract Mobilisation.

PROGRESS MEETING FREQUENCY

Agreement of Service Points will be determined through the Monthly planning cycles. Written records of these meetings must be made for audit purposes.

The development of behavioural interventions schedule covering all aspects of planning, content, activities and other needs should be a regular and continuous process with the Authority e.g. a fortnightly planning meeting. This will review and agree plans and ensure that stakeholders and dependencies can be readily identified and supported. The format of this is down to the Supplier to propose but it should be sufficient to ensure that there is suitable collaboration to ensure success.

Six-monthly performance reviews, reviewing KPIs each iteration. Preparation of performance report by Supplier to be supplied 3 days before meeting to the Senior Project Manager.

KEY STAFF

See Order Schedule 7

KEY SUBCONTRACTOR(S)

No subcontractors have been declared as part of this Contract.

COMMERCIALLY SENSITIVE INFORMATION

In accordance with Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

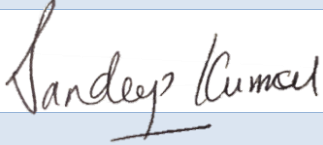
GUARANTEE

DPS Ref: RM3764iii
Model Version: v1.0

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	<i>S Ferguson</i>
Name:	Sandeep Kumar	Name:	Sue Ferguson
Role:	Executive Vice President	Role:	Commercial Manager
Date:	21/10/2022	Date:	18 th October 2022