

**Call-Off Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

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

**Order Form**

Call-Off Reference: PS218

Call-Off Title: Non-Standard Service Request Technical Support

Call-Off Contract Description: Programme Management of Non-Standard Service Requests for Defence Digital including the Project Management of numerous NSSR deliveries. The work will be to provide project management support to enable the delivery of Non-Standard Service Requests for customers in the UK and overseas. Delivery Managers currently work from their home environment and visit sites in the UK and overseas where necessary to support the business requirement, for example site surveys and stakeholder meetings pertinent to the delivery of specific NSSRs.

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

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

The Supplier: Day 1 People Limited

Supplier Address: 1 Meadow View High Street, Burbage, Marlborough, Wiltshire, United Kingdom, SN8 3AF

Registration Number: 11055367

**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 6<sup>th</sup> July 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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 Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

**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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8 ○ 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 RM1043.8 ○ Call-Off Schedule 1 (Transparency Reports) ○ Call-Off Schedule 3 (Continuous Improvement) ○ Call-Off Schedule 5 (Pricing Details and Expenses Policy) ○ Call-Off Schedule 4 (Call-Off Tender) ○ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) ○ 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 18 (Background Checks) ○ Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.11)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 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 Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

### **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. Percentage of Suppliers personnel are required to obtain valid Developed Vetting (DV) prior to commencing work under the contract and maintain it throughout the duration of the contact.

Special Term 2: RAR- 760518253. Cyber Risk Profile: N/A. As the Cyber Risk Profile is Not Applicable no further DCPD action is required.

Special Term 3: Security Aspects Letter dated 04/07/2023 (Reference 20230704-PS218 NSSR SAL v2.0-OSC). Supplier acknowledges and will comply with SAL by signing contract.

Call-Off Start Date: 10 July 2023

Call-Off Expiry Date: 9 July 2024

Call-Off Initial Period: 1 year

Call-Off Optional Extension Period: [REDACTED]

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: Total contract value £2,232,500.00

[REDACTED]

### **Call-Off Deliverables**

- As per Annex 1 Statement of Work

### **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

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

**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 £2,232,500.00

**Call-Off Charges**

Fixed Price

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

**Reimbursable Expenses**

[REDACTED]

**Payment Method**

The payment method of this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

**Buyer's Invoice Address**

[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]

**Supplier's Authorised Representative**

[REDACTED]

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

**Supplier's Contract Manager**

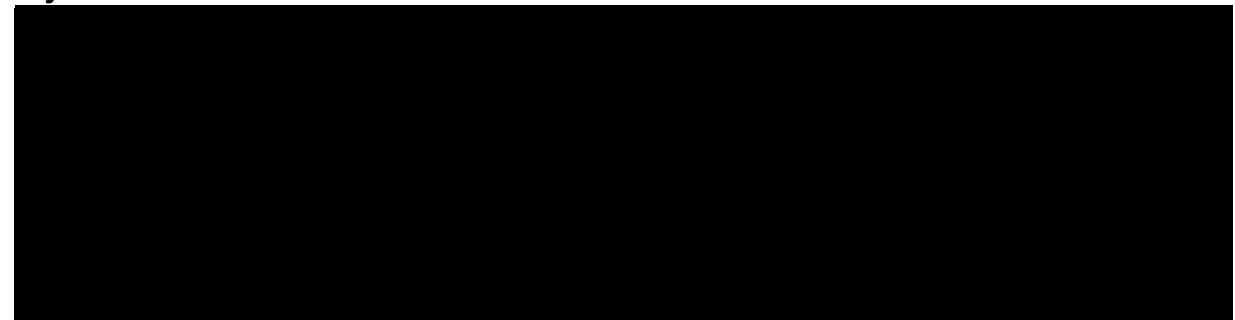


**Progress Report Frequency**

Regular Lessons Learned Report

**Progress Meeting Frequency** Weekly NSSR meetings.

**Key Staff**



**Commercially Sensitive Information**

Managed Service Provider Impact Assessments

**Service Credits**

Not applicable

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

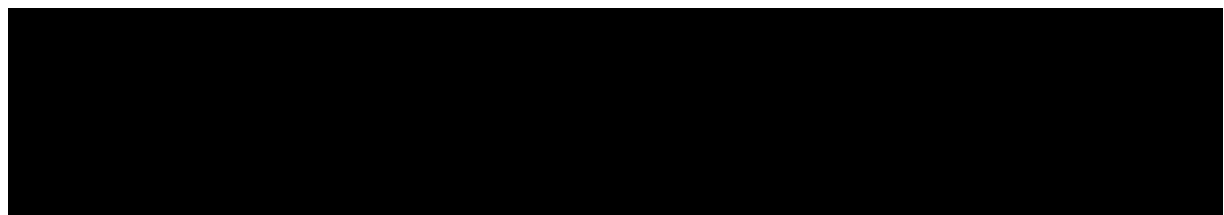
Copyright 2022

**Social Value Commitment**

Not applicable

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.



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



---

**Appendix 1**

The supplier is expected to fulfil the following activities:

- Deliver and manage to closure up to 280 complex or non-complex Non-Standard Service Requests concurrently. Programme Management of these NSSRs is also required as well as those of the Crown Servant team which will be an additional 40 (320 total) to this number.
- Report weekly to Senior Management on Successes, Issues, Risks and Escalations.
- Chair and provide secretarial support and administration (including relevant statistics, Management Information and Programme Level Escalations) for the weekly NSSR Programme Review attended by MOD Delivery Teams and Managed Service Providers at MOD Corsham or online.
- Attend weekly Senior Management Reviews and relevant meetings as requested by the NSSR Management Team.

### **CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

- Produce a regular Lessons Learned Report which must be shared within the team and NSSR Crown Servants.
- Record/report Management Information in accordance with MOD Policy and share the underlying data with the NSSR Team.
- Provide relevant advice and guidance on all matters relating to NSSR delivery to Customers, Delivery Teams and the NSSR Team, especially sharing best practice with Crown Servants.
- Assist the Customer Authority with a breakdown of the amount of time spent delivering NSSRs for individual Customers on a regular basis.
- A core team may be required to travel to UK and Overseas sites at short notice to resolve issues and lead implementation and delivery of NSSRs.
- Some NSSRs will be delivered by a relatively small number of Crown Servant Project Managers working outside of this contract, which may increase throughout the duration of the contract, from the current contingent of 5 FTE. The delivery of their NSSR Projects should be programme-managed by the successful bidder and requisite training, advice and guidance provided.
- The successful bidder must also provide Management Information resulting from the delivery on Non-Standard Service Requests to enable and fulfil essential Authority activities, such as existing internal MOD Cross-Budget Charging and reporting.
- Inform an existing MOD-owned VROM tool to assist customers in understanding outline costs. This tool would only be accessible internally to Defence Digital, and VROM information from the tool would be given to Customers on request. The CA will retain IPR over any information already in the existing tool as well as any future information that will be added.
- The Successful bidder will also maintain a tracker of remaining stock vs demand for some products that are in limited supply and have the ability to reallocate reprioritised demand by instruction of DD.
- There may also be a requirement to assist in the onboarding of new DD Managed Service Suppliers additional to the main suppliers DD uses to source and supply its 'off the shelf' products.

### **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.

7

Framework Ref: RM1043.8 Digital Outcomes 6 Project

Version: v2.0

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

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: Non-Standard Service Request Technical Support**

**Call-Off Contract Reference: PS218**

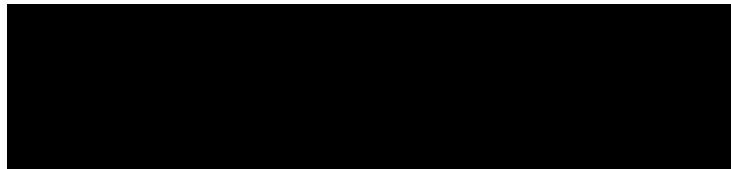
**Buyer: Ministry of Defence, Defence Digital Commercial, Professional Services**

**Supplier: Day 1 People Limited**

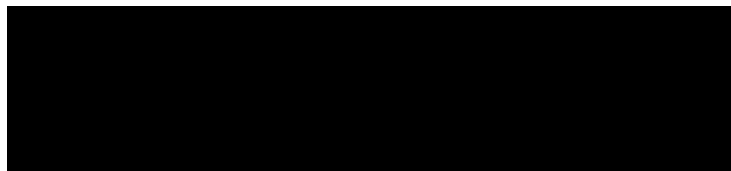
**SOW Start Date: 10<sup>th</sup> July 2023**

**SOW End Date: 9<sup>th</sup> July 2024**

**Key Personnel (Buyer):**



**Key Personnel (Supplier):**



## CallOff Schedules)

Call-Off Ref: RM1043.8 Crown

Copyright 2022

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** Defence Digital utilises numerous Managed Service Providers who provide capability-tested products and services. Customers can order these through Non-Standard Service Requests and as such, project management support is required to manage the provision of these deliveries.

**Delivery phase(s):** Live

**Overview of Requirement:** Programme Management and Delivery of 280 concurrent NonStandard Service Requests including, in addition Programme Management of NonStandard Service Requests delivered by Crown Servants in the team. This will be an additional 40 NSSRs (320 total).

**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. Active engagement of the MSP representatives.

### Supplier Resource Plan:

1. Programme Manager: Full-Time Contractors lead role in the day-to-day delivery and reporting on NSSRs. Sits with senior team, chair NSSR weekly Programme meeting.
2. Solution Architects x 2: to support technical assessments of NSSRs, integration issues providing advice and solutions to all technical aspects of the NSSR delivery.
3. Project Support Officers x 2: providing day-to-day management of the programme and all order processing, financial analysis, and inputs to VROM.
4. Project/Delivery Managers x 10: Initially 10 full time geographically spread across the UK (8 SC and 2 DV personnel)
5. Support Functions: Part time flexed resources to support technical, delivery, training, guidance and communication planning.

### 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).

The Ministry of Defence will allow access to MOD Corsham site providing the suitable clearance documents are received and approved.

The Supplier shall proactively support the buyer with providing the relevant information to support on-boarding, including providing staff details including:

- Full Name

### Call Off Schedules)

Call-Off Ref: RM1043.8 Crown

Copyright 2022

- 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 confirming 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

### 3 Charges

#### Call Off Contract Charges:

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

- Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is £2,232,500.00 consisting of [REDACTED]

### Reimbursable Expenses:

[REDACTED]

### 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:

[REDACTED]

[REDACTED]

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

**Annex 1**

**Data Processing – Not applicable, supplier will not have access to (and/or processing of) personal data.**

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
-------------	---------

**CallOff Schedules)**

Call-Off Ref: RM1043.8 Crown

Copyright 2022

<p>Identity of Controller for each Category of Personal Data</p>	<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> </ul>
--	--

### CallOff Schedules)

Call-Off Ref: RM1043.8 Crown

Copyright 2022

	<ul style="list-style-type: none"> <li>• <b>[Insert]</b> the scope of other Personal Data provided by one Party 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]</li> </ul> <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.]
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]