

# 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: 17182

Call-Off Title: CCMP Security Architect

Call-Off Contract Description: Lead, deliver and support the technical and security architecture design elements of DWP Digital projects / initiatives.
Own the security product architecture, develop security product roadmaps and represent product designs at governance forums.
Provide clear communication of security architecture design and decision making.Buyer: Department for Work & Pensions

Buyer Address: Caxton House, 1 Tothill Street, London, SW1H 9NA

The Supplier: Cyber Security Specialists

Supplier Address: 774-780 Wilmslow Road, Manchester, M20 2DR

Registration Number: 09563339

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26TH May 2022

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 Individual Specialists

#### 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

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 6 (Key Subcontractors)
	+ 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 Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management)
	+ Call-Off Schedule 13 (Implementation Plan and Testing)
	+ Call-Off Schedule 20 (Call-Off Specification)
	+ Call-Off Schedule 26 (Cyber Essentials Scheme)
1. CCS Core Terms (version 3.0.9)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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

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Call-Off Start Date: 26th May 2022

Call-Off Expiry Date: 25th May 2023

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: 30 Days

Call-Off Contract Value: Total contract value will be £241,920.00 Inclusive of non-recoverable VAT

#### Call-Off Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  | Day Rate  | Number of Days  | Total Cost |
| Security Architect Individual specialist  | £800 | 252 | £201,600 EXC VAT |

#### 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:

#### Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

#### 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 £241,920.00 Inclusive of VAT Estimated Charges in the first 12 months of the Contract.

#### Call-Off Charges

1. Capped Time and Materials (CTM)

#### Reimbursable Expenses

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy

#### Payment Method

The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

#### Buyer’s Invoice Address

|  |
| --- |
| Invoices will be sent to:DWPPO BOX 406 SSCL, Phoenix House Celtic Springs Business Park Newport NP10 8FZEmail: APinvoices-DWP-U@ssclgse.gov.uk |

#### Buyer’s Authorised Representative

Sarah Johnson

Commercial Lead

07776 666 218

Sarah.johnson8@dwp.gov.uk

Caxton House, 1 Tothill Street, London, SW1H 9NA

#### Buyer’s Environmental Policy

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Buyer’s Security Policy

 Appended at Call-Off Schedule 9 (Security)

#### Supplier’s Authorised Representative

Nitin Virmarni

Security Architect

Nitin.virmani

Nitin.virmani@purplehatsecurity.com

#### Supplier’s Contract Manager

Jenny Meller

General Manager

0161 706 0244

jenny@cybersecurityspecialists.co.uk

Grove House, 774-780 Wilmslow Rd, Manchester, M20 2DR

#### Progress Report Frequency

Intentionally left blank

#### Progress Meeting Frequency

Intentionally Left blank

#### Key Staff

Tom Farrow

Worker Engagement Route is inside of IR35

#### Key Subcontractor(s)

#### Purple Hat Security Limited

#### Commercially Sensitive Information

Not applicable

#### Balanced Scorecard

Intentionally left blank

#### Material KPIs

Intentionally left blank

#### Additional Insurances

Not applicable

#### Guarantee

Not applicable

#### 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 Supplier:**

Signature: 

Name: Ben Pollard

Role: Director

Date: 24/05/2022

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

Signature:

Name: Sarah Johnson

Role: Commercial Lead

Date:

### Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

### 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 Contact.

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: 26th May 2022**

**SOW Title: Security Architect**

**SOW Reference: SOW001**

**Call-Off Contract Reference: 24920**

**Buyer: The Department of Work & Pensions**

**Supplier: Cyber Security Specialists**

**SOW Start Date: 26th May 2022**

**SOW End Date: 25th May 2022**

**Duration of SOW: 12 Months**

**Key Personnel (Buyer): Paul Wilson, Security Architect**

**Key Personnel (Supplier): B**en Pollard, Cyber Security Specialists Limited

#### Subcontractors: Nitin Virmarni, Purple Hat Security Limited

1. **Call-Off Contract Specification – Deliverables Context**

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  | Day Rate  | Number of Days  | Total Cost |
| Security Architect Individual Specialist  | £800 | 252 | £201,600 EXC VAT |

1. **Buyer Requirements – SOW Deliverables**

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**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).

**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:**

Intentionally left blank

**Performance Management:**

Intentionally left blank

**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)** |
| Cyber Security Specialists Limited | Ben Pollard | Contractor | outside IR35 |
| Security Architect  | Nitin Virmani | Sub-Contractor | outside IR35 |
|  |  |  |  |
|  |  |  |  |

**SOW Reporting Requirements:**

Intentionally left blank

1. **Charges**

**Call Off Contract Charges:**

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

* Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £241,920.00 Inclusive of VAT

**Rate Cards Applicable:**

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable  | Day Rate  | Number of Days  | Total Cost |
| Security Architect Individual specialist  | £800 | 252 | £201,600 EXC VAT |

**Reimbursable Expenses:**

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy

**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: Ben Pollard

Title: Director

Date: 24/05/2022

Signature: 

**For and on behalf of the Buyer**

Name: Sarah Johnson

Title: Commercial Lead

Date:

Signature:

### Annex 1

### Data Processing

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** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**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:* [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]

**The Supplier is Controller and the Relevant Authority is Processor**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:* [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]

**The Parties are Joint Controllers**The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]

**The Parties are Independent Controllers of Personal Data**The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:* 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 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]

[**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
| Nature and purposes of the Processing | [Be as specific as possible, but make sure that you cover all intended purposes.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.The purpose might include: employment processing, statutory obligation, recruitment assessment etc.] |
| 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 particularwebsite etc.] |
| Plan for return and destruction of the data once the Processing is completeUNLESS 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] |