

DPS Schedule 6 (Order Form Template and Order Schedules)

Cyber Security Consultancy IT Health Checks (ITHC) and Training

Order Form

ORDER REFERENCE: con_19366

THE BUYER: Ministry of Justice (MoJ)

BUYER ADDRESS 3rd Floor- 3.19
10 South Colonnade,
Canary Wharf,
E14 4PU

THE SUPPLIER: NCC Group Security Services
Limited

SUPPLIER ADDRESS: XYZ Building, 2 Hardman Boulevard,
Spinningfields,
Manchester,
M3 3AQ

REGISTRATION NUMBER: 04474600

DUNS NUMBER: 640711540

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-UADR7VS

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and 27th September 2021
It's issued under the DPS Contract with the reference number RM3764iii for the
provision of Cyber Security Services.

DPS FILTER CATEGORY(IES)

Capacity for IT health checks, penetration testing and delivery training

ORDER INCORPORATED TERMS

DPS Ref: RM3764iii
Model Version: v1.0

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 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements) - N/A
 - Joint Schedule 4 (Commercially Sensitive Information) – N/A
 - Joint Schedule 6 (Key Subcontractors) - N/A
 - Joint Schedule 7 (Financial Difficulties) - N/A
 - Joint Schedule 8 (Guarantee) - N/A
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii

 - Order Schedule 1 (Transparency Reports) - N/A
 - Order Schedule 2 (Staff Transfer) - N/A
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 6 (ICT Services) - N/A
 - 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 14 (Service Levels) N/A
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 19 (Scottish Law) - N/A
 - Order Schedule 20 (Order Specification)
 - Order Schedule 21 (Northern Ireland Law) - N/A
 - Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. Annexes A & B to Order Schedule 6

7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) that precedence over the documents above.

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.

ORDER SPECIAL TERMS

1. The Buyer and the Supplier agree that clause 14.3 of the CCS Core Terms (DPS version) shall not apply to this Order Contract.
2. The Buyer agrees:
 - (a) to obtain consent from its ISP and any third party suppliers of the System for the Services to be carried out and, when requested by the Supplier, to provide written evidence of such consent and to notify relevant employees that the Services are to be carried out and that they may be monitored. "System" means the systems and networks which the Buyer requires to be security tested or security monitored and/or scanned as part of the Services, together with any software, systems, networks, premises, equipment, data structures, protocols, computers, programs, data, hardware and firmware linked to the same and data passing across or contained in any of the foregoing; and
 - (b) that it shall properly and fully back-up all data and copies of all computer programs and data which are held immediately prior to commencement of the Services, and which may be affected by the provision of the Services and, where appropriate, make back-ups not less than daily to enable straightforward recovery and/or reinstatement of any and all data and/or computer programs lost or damaged (whether in whole or part) through performance of the Services.

ORDER START DATE: 27th September 2021

ORDER EXPIRY DATE: 26th September 2023

ORDER INITIAL PERIOD: 24months (2 Years)

ORDER OPTIONAL EXTENSION 1 period of up to 12 months

DELIVERABLES

This is a managed service call-off contract that provides specialist security advice as, and when required (Cyber Security Consultancy Advisory Service and IT Health Checks (ITHC)). The Supplier is required to ensure that the right specialist cyber security expertise is available to support:

- Threat modelling
- Penetration Testing
- IT Health Check [ITHC]
- Forensic Examination of IT Equipment
- Incident Response and Management
- Consultancy
- Training

Services will be defined in each Requests/Statements of Work. The SoWs are to be agreed by the Buyer's Service Lead on behalf of the Buyer and the Supplier. MOJ Commercial, on behalf of the Buyer, shall approve the SOWs with the Supplier's designated signatory. IT Security requirements will be agreed by Statement of Work (SOW)

Option B: See general details in Order Schedule 20 (Order Specification). Statements of Work will be drafted and agreed between the Buyer and the Supplier for individual projects. The aforementioned Statement of Work will contain detailed description of Services and Deliverables related to the specific project.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £1,000,000 or 150% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,000,000** Estimated Charges in the first 12 months of the Contract.

The Estimated Year 2 Charges used to calculate liability in the second Contract Year is **£1,000,000** Estimated Charges in the second 12 months of the Contract.

ORDER CHARGES

Specialist Rate Card

[REDACTED]

Statements of Work will be drafted and agreed between the Buyer and the Supplier for individual projects. The aforementioned Statements of Work will contain detailed description of Charges related to individual projects.

REIMBURSABLE EXPENSES

Recoverable - The buyer will pay reasonable expenses where the buyer has specified a location at which the work is required to take place. This expenses policy should not include travel between base locations and Supplier Office and MOJ central office locations.

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

Email: APinvoices-MOJ-U@gov.sscl.com and [REDACTED]

Post:

Invoices will be sent to
Shared services
Celtic Springs Business Park,
P.O. Box 767
Newport.NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

Please see Appendix – this will be used as a reference document only, with relevant sections signposted as per each SOW.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Quarterly on the 12th day of each quarter

KEY STAFF

[REDACTED]

KEY SUBCONTRACTOR(S)

The Supplier will not use subcontractors for any part of delivery for this Call-Off Contract.

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

Order Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Critical Service Failure"	Means a failure to meet a Service Level Threshold in respect of a Service Level
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),
provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service Credits Table

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Upon receipts of valid invoice from the supplier, the buyer will make payment within 30 days of receipts	30days	at least 98% at all times	[75%]	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Access to Supplier support and timely provision of supplier services in line with SOWs delivery criteria. Scope to be agreed within SOW	Availability as per requirement and outlined in the SOWs	Within two weeks	Variable as agreed in the SOW	5% uplift on day rate
		Two weeks to Six weeks	Variable as agreed in the SOW	Standard day rate
		Six weeks and beyond	Variable as agreed in the SOW	5% reduction in day rate
Timely provision of Supplier Services in line with signed SOWs delivery criteria	Timelines outlined in the individual SOWs	6-week lead time or less	Variable	100% Service credit gained for cancellation/postponement of service by supplier with notice of 3 business days or less; 50% Service credit gained for 4-9 business days' notice for cancellation/postponement

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

Onboarding Plan

A single onboarding meeting to reintroduce key contacts from client and supplier.

DPS Ref: RM3764iii
Model Version: v1.0

Individual projects will be dealt with at the time. NCC to identify the specialist consultant(s) required for each requirement and assign the resource to the project. In advance of the project commencing the resource will have a call remotely with the MoJ project team to ensure that the activities and the objectives are aligned before the work commences. The supplier will use MOJ device for this requirement and after contract end date, the devices to be returned to MOJ. The Services can be provided offsite at the Supplier's site, remotely.

Exit Plan/ Management

- The current CCS3 Framework contract will expire on the 20th of September 2023. NCC will not deliver any work beyond the expiry of the contract unless agreed with MoJ in advance. However, the framework contract can be extended by Buyer for 1 period of 12 months, by giving the Supplier thirty (30) days written notice before the expiry date.
- NCC can invoice for all work carried before 27th September 2023 expiry date and any extension period, as agreed between the two parties.
- MoJ to have a meeting prior to 27th September 2023 (or the agreed date following extension, if applicable) with NCC accounts Team Leader to ensure that everything has been invoiced and paid or to confirm payment in progress for the final 3 month period of works. The exit arrangements and timelines for the delivery of this exit arrangements shall be agreed during this meeting. Any exit arrangements would not exceed a 3-month handover period.
- As part of these exit arrangements, it is expected that:
 - NCC (the Supplier) is to provide a list of testers/ consultants with MoJ email accounts so they can be erased. NCC to provide a list of all testers/consultants with MoJ kit along with the asset number so it can be returned. Buyer equipment will be returned to the Buyer at the end of the contract delivery period, on or prior to the Contract Exit Date.
 - MoJ Project Manager(s), on behalf of the Buyer, are to arrange transfer of knowledge workshop with NCC Cyber Risk Advisory consultant(s) and replacement Cyber Risk Advisor(s). The activities of this are to be arranged within the days allocated to the relevant project.
 - At the end of the Call-Off Contract, NCC is to arrange for the transfer of all MoJ data to the relevant/authorised MoJ Contact. The Buyer is responsible for advising the Supplier during the meeting to be held prior to 20th September 2023 the format in which this data must be shared with the Buyer, whom on behalf of the Buyer will receive this data, and the date on which this data must be shared with the Buyer's designated contact. On confirmation of receipt by the Buyer, NCC will destroy (with the exception of the bullet below) all retained MoJ data. NCC will confirm via email that they no longer hold MoJ data and issue a destruction certificate. NCC will store all Buyer data in a secure datacentre located in the UK for the duration of this Call-Off Contract.
- NCC will retain all IT Health CHECK reports issued under the NCSC's CHECK scheme for 6 years as required by NCSC. At the 6 year point they will be

destroyed. NCC will store all IT Health CHECK reports data in a secure datacentre located in UK for this 6-year period.

Appendix: MoJ Security Policy

The document below is intended for reference purposes only and will be referenced accordingly depending on each work package and required expectations.



MoJ Cyber Security
Guidance.pdf

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

