



Crown
Commercial
Service

Call Off Order Form for Management Consultancy Services

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FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

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PART 1 – CALL OFF ORDER FORM**SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **RM3745 for the provision of HR Consultancy Services** dated *4th September 2017/21st November 2017*.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	CCCC20B30
From	Ministry of Defence (" CUSTOMER ")
To	Newton Europe Limited (" SUPPLIER ")

SECTION B**CALL OFF CONTRACT PERIOD**

1.1.	Commencement Date:	15th January 2021
	Expiry Date:	<i>31st May 2021</i>
	End date of Initial Period	<i>31st May 2021</i>
	End date of Extension Period	<i>Not Applied</i>
	Minimum written notice to Supplier in respect of extension:	<i>Not Applied</i>

SERVICES

2.1	<p>Services required:</p> <p>In Call Off Schedule 2 (Services)</p>	<p><i>The Rich Picture should provide a clear and engaging method for helping staff to understand the new FMSP Operating Model. It shall be in the form of a drawing that shows the journey from the current way that Maritime Support is provided to how it shall change under the new FMSP Operating Model, illustrating the main improvements that shall be introduced. A Rich Picture is considered to be an appropriate approach as it shall help to clarify what is a rich and complex Maritime Support environment which contains a number of inter-connected elements.</i></p> <p><i>The Rich Picture should help to provide staff with the confidence to hold more productive conversations and facilitate the development of more effective and professional relationships with all stakeholders (including suppliers, who we want to develop a more collaborative relationship with). The Rich Picture should work on a standalone basis, be usable by team leaders across the enterprise in engaging with their teams and be provided in a suitable electronic picture format so that it can be integrated into FMSP Operating Model training packages.</i></p> <p><i>The Supplier shall be required to complete the following tasks;</i></p> <p><i>Interviews held with leaders in key areas (3xNaval Base Commanders, Department Heads in DE&S (x2) and SDA (x1), plus Navy Command (x2) and FMSP Programme Team (x1). Rich Picture shared and engagement sessions held with each of the teams (3xNaval Bases; 2xDE&S, 1xSDA; 1xNC and 1xFMSP Programme Team)</i></p> <p><i>Agreed number of hard copy pictures produced (expected to be in the region of 12-15, but to be confirmed); some of these may need to be framed. Rich Picture produced in agreed electronic picture format that can be used within PowerPoint presentations and on Web Pages.</i></p> <p><i>Hard Copies to be produced – expected to be in region of 20 sides of A4; landscape orientation, ring binding or as agreed – single box worth. Electronic version to be produced that hard copies could be printed from.</i></p> <p><i>Animated video of the Rich Picture of quality sufficient to enable elements of the Rich</i></p>
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		<p><i>Picture to be clearly visible and audio narrative that is clear. File format that can be used on intranet site or embedded within PowerPoint presentation.</i></p> <p><i>Review of Rich Picture with central FMSP Programme team to identify minor modifications to the picture. To be produced to same standards as item 6.3.2. Final version may be the one that is framed and given to senior leaders (expected to be around 6 in number, but subject to change). Guidance Note: include a description of the Services required under this Call Off Contract.</i></p> <p><i>High level approach</i></p> <p>[REDACTED]</p>
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PROJECT PLAN

3.1.	<p>Project Plan: [In Call Off Schedule 4 (Project Plan)]</p> <p>The Supplier shall provide the Customer with a draft Project Plan</p>	<p><i>Project plan to be agreed 7 Working Days from the Call Off Commencement date</i></p> <p>1-hour Skype kick off/ inception meeting to discuss any queries both parties may have.</p>
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	for Approval within 7 Working Days from the Call Off Commencement Date	<p>Guidance Note:</p> <p><i>The Project plan shall include the following Milestones.</i></p> <table border="1"> <thead> <tr> <th>Milestone/ Deliverable</th> <th>Description</th> <th>Timeframe or Delivery Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Rich Picture (Hard copy/ies as agreed plus digital version)</td> <td>No later than 19 Feb 2021</td> </tr> <tr> <td>2</td> <td>Rich Picture Booklet</td> <td>No later than 12 Mar 2021</td> </tr> <tr> <td>3</td> <td>Video of Rich Picture with Voiceover</td> <td>No later than 2 Apr 2021</td> </tr> <tr> <td>4</td> <td>Updated Rich Picture based on final Op Model Design</td> <td>No later than 30 Apr 2021</td> </tr> </tbody> </table> <p><i>Please note that achievement of the above will be subject to key dependencies being met throughout the project. If these are not met, it is likely to have a negative impact on the timeline and/or output of the work. The Customer and Supplier agree to therefore work together, in partnership, each providing all appropriate assistance, engagement, data and resources to the other to achieve the objectives of this project, which shall include (but not be limited to):</i></p> <ul style="list-style-type: none"> <i>Adequate availability of the relevant Royal Navy personnel such that interviews can be scheduled and conducted in a timely manner;</i> <i>Adequate access to core Customer personnel within the requested timeframes (as much notice will be given as possible) during the project to facilitate alignment, communication and progress; and</i> <i>Customer not requiring more than “minor modifications” in respect of Deliverable 4.</i> 					Milestone/ Deliverable	Description	Timeframe or Delivery Date	1	Rich Picture (Hard copy/ies as agreed plus digital version)	No later than 19 Feb 2021	2	Rich Picture Booklet	No later than 12 Mar 2021	3	Video of Rich Picture with Voiceover	No later than 2 Apr 2021	4	Updated Rich Picture based on final Op Model Design	No later than 30 Apr 2021
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[]	[]	[]	[]	[]	[]	[]															

CONTRACT PERFORMANCE

4.1.	Standards:	<i>Not applied</i>
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4.2	Service Levels/Service Credits: Not applied	<i>Not applied</i>
4.3	Critical Service Level Failure: Not applied	<i>Not applied</i>
4.4	Performance Monitoring: Not applied	<i>Not applied.</i>
4.5	Period for providing Rectification Plan:	<i>As per Clause 39.2.1 of the Call Off Terms</i> .

PERSONNEL

5.1	Key Personnel:	<i>From MOD</i> [REDACTED] <i>From Newton Europe Limited</i> [REDACTED]
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms):	<i>As per Clause 28.2 of the Call Off Terms</i>

PAYMENT

6.1	Call Off Contract Charges		
	(including any applied discount(s), but excluding VAT):		
	In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)		
	Pricing Table A – Overall Rates (Information only)		
	[REDACTED]		
	Pricing Table B – Total Capped Price		
	Please refer to the deliverables as laid out in the Statement of Requirements to provide a cost for each task.		
	Tasks	Total days for Consultants	Total Capped Price for each Task (£ exc VAT)
		[REDACTED]	
	Rich Picture (Hard copy/ies as agreed plus digital version)	[REDACTED]	
	Rich Picture Booklet		
	Video of Rich Picture with Voiceover		

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	Updated Rich Picture based on final Op Model Design	
	Total Capped Price (£ exc VAT)	£79,540.00

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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)	<i>BACS 30 days from receipt of a compliant Invoice.</i>
6.3	Reimbursable Expenses:	<i>Not permitted as included in the Daily Rates</i>
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	Invoices should be submitted to: DES Ships FMSP-Commercial Team MOD DE&S Abbey Wood DES Ships – FMSP Team MailPoint 3030, Cedar 0C Bristol BS34 8JH
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	<i>The Charges shall remain fixed for the duration of the Contract</i>
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) shall be carried out on:	<i>Not Applied.</i>
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):	<i>Not Permitted</i>

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £ 79,540.00	£79,540.00
Estimate	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms	<i>As per Clause 37.2.1 of the terms and Conditions. The liability amount is set at 125% of the Estimated Charges in Year 1 of the Contract</i>
7.3	Insurance (Clause 38.3 of the Call Off Terms):	<i>As stated in the Call Off Terms Clause 38.3</i>

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2.1(c) of the Call Off Terms):	<i>As stated in Clause 42.2.1 (c) of the Terms and Conditions.</i>
8.2	Termination without cause notice period (Clause 42.7.1 of the Call Off Terms):	<i>The termination without cause notice period shall be 10 working days</i>
8.3	Undisputed Sums Limit:	<i>In accordance to Clause 43.1.1 of the Call Off Terms.</i>
8.4	Exit Management:	<i>Not Applied</i>

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	<i>Not Applied.</i>
9.2	Commercially Sensitive Information:	<i>Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it under Clause 35.4.8 (Transparency and Freedom of Information).</i>

OTHER CALL OFF REQUIREMENTS

10.1	<p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital C - date of issue of the Statement of Requirements:</p> <p>Recital D - date of receipt of Call Off Tender</p>	<p>A. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Call Off Contract to the Supplier by way of further competition.</p> <p>B. The Customer issued its Statement of Requirements for the provision of the Services on the date specified at paragraph 10.1 of the Call Off Order Form.</p> <p>C. In response to the Statement of Requirements the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order form through which it provided to the Customer its solution for providing the Services.</p> <p>D. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Services to the Customer in accordance with the terms of this Call Off Contract.</p> <p><i>10th September 2020</i></p> <p><i>24th September 2020</i></p>
10.2	<p>Call Guarantee (Clause 4 of the Call Off Terms):</p>	<p><i>Not applied</i></p>

10.3	Security: long form security requirements	<p>1. DEFINITIONS</p> <p><i>In this Call Off Schedule 7, the following definitions shall apply:</i></p> <p><i>"Breach of Security" means the occurrence of:</i></p> <p><i>a) any unauthorised access to or use of the Services, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or</i></p> <p><i>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, in either case as more particularly set out in the security requirements in the Security Policy;</i></p> <p><i>"ISMS" the information security management system and process developed by the Supplier in accordance with paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule 7; and</i></p> <p><i>"Security Tests" tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.</i></p> <p>2. INTRODUCTION</p> <p><i>The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call Off Contract shall be met.</i></p> <p><i>The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:</i></p> <p><i>security representative of the Customer. Refer to 10.3 of the Call Off Order Form.</i></p> <p><i>security representative of the Supplier. Refer to 10.3 of the Call Off Order Form</i></p> <p><i>If the persons named in paragraphs 2.2.1 and 2.2.2 are included as Key Personnel, Clause 27 (Key Personnel) shall apply in relation to such persons.</i></p> <p><i>The Customer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.</i></p> <p><i>Both Parties shall provide a reasonable level of access to any members of their personnel for the purposes of designing, implementing and managing security.</i></p> <p><i>The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Customer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.</i></p>
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		<p><i>The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Customer.</i></p> <p><i>The Customer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Customer's security provisions represents an unacceptable risk to the Customer requiring immediate communication and co-operation between the Parties.</i></p> <p>3. ISMS</p> <p><i>The Supplier shall develop and submit to the Customer for the Customer's Approval, within twenty (20) working days after the Call Off Commencement Date or such other date as agreed between the Parties, an information security management system for the purposes of this Call Off Contract, which shall comply with the requirements of paragraphs 3.3 to 3.5 of this Call Off Schedule 7 (Security). The Supplier acknowledges that the Customer places great emphasis on the reliability of the performance of the Services, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.</i></p> <p><i>The ISMS shall:</i></p> <p><i>unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Customer Premises, the Sites,</i></p> <p><i>any ICT, information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract;</i></p> <p><i>meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;and</i></p> <p><i>at all times provide a level of security which:</i></p> <p><i>is in accordance with the Law and this Call Off Contract; as a minimum demonstrates Good Industry Practice;</i></p> <p><i>complies with the Security Policy;</i></p> <p><i>complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)</i></p> <p><i>https://www.gov.uk/government/publications/security-policy-framework ;</i></p> <p><i>takes account of guidance issued by the Centre for Protection of National Infrastructure on Risk Management</i></p> <p><i>https://www.cpni.gov.uk/</i></p> <p><i>complies with HMG Information Assurance Maturity Model and Assurance Framework</i></p> <p><i>https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm</i></p> <p><i>meets any specific security threats of immediate relevance to the Services and/or Customer Data; and</i></p> <p><i>complies with the Customer's ICT policies:</i></p>
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		<p>document the security incident management processes and incident response plans;</p> <p>document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Services of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware; and</p> <p>be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Customer in advance of issue of the relevant Security Management Plan).</p> <p>Subject to Clause 355 of this Call Off Contract (Security and Protection of Information) the references to Standards, guidance and policies contained or set out in paragraph 3.3 of this Call Off Schedule 7 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.</p> <p>In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in paragraph 3.3 of this Call Off Schedule 7, the Supplier shall immediately notify the Customer Representative of such inconsistency and the Customer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.</p> <p>If the ISMS submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the ISMS is not Approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission of the ISMS to the Customer. If the Customer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph 3 of this Call Off Schedule 7 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in paragraphs 3.3 to 3.5 of this Call Off Schedule 7 shall be deemed to be reasonable.</p> <p>Approval by the Customer of the ISMS pursuant to paragraph 3.6 of this Call Off Schedule 7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Call Off Schedule 7.</p> <p>4. SECURITY MANAGEMENT PLAN</p>
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		<p><i>Within twenty (20) Working Days after the Call Off Commencement Date, the Supplier shall prepare and submit to the Customer for Approval in accordance with paragraph 4 of this Call Off Schedule 7 a fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of paragraph 4.2 of this Call Off Schedule 7.</i></p> <p><i>The Security Management Plan shall:</i></p> <ul style="list-style-type: none"> <i>be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);</i> <i>comply with the Security Policy;</i> <i>identify the necessary delegated organisational roles defined for those responsible for ensuring this Call Off Schedule 7 is complied with by the Supplier;</i> <i>detail the process for managing any security risks from Sub-Contractors and third parties authorised by the Customer with access to the Services, processes associated with the delivery of the Services, the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) and any system that could directly or indirectly have an impact on that information, data and/or the Services;</i> <i>unless otherwise specified by the Customer in writing, be developed to protect all aspects of the Services and all processes associated with the delivery of the Services, including the Customer Premises, the Sites and any ICT, Information and data (including the Customer's Confidential Information and the Customer Data) to the extent used by the Customer or the Supplier in connection with this Call Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Services;</i> <p><i>set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Call Off Schedule 7 (including the requirements set out in paragraph 3.3 of this Call Off Schedule 7);</i></p> <p><i>set out the plans for transitioning all security arrangements and responsibilities from those in place at the Call Off Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties .</i></p> <p><i>be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and</i></p> <p><i>be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Customer engaged in the Services and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Call Off Schedule 7 .</i></p> <p><i>If the Security Management Plan submitted to the Customer pursuant to paragraph 3.1 of this Call Off Schedule 7 is</i></p>
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		<p><i>Approved by the Customer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Call Off Schedule 7. If the Security Management Plan is not approved by the Customer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Customer and re-submit it to the Customer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days (or such other period as the Parties may agree in writing) from the date of the first submission to the Customer of the Security Management Plan. If the Customer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Customer pursuant to this paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in paragraph 4.2 of this Call Off Schedule 7 shall be deemed to be reasonable.</i></p> <p><i>Approval by the Customer of the Security Management Plan pursuant to paragraph</i></p> <p><i>4.3 of this Call Off Schedule 7 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Call Off Schedule 7.</i></p> <p>5. AMENDMENT AND REVISION OF THE ISMS AND SECURITY MANAGEMENT PLAN</p> <p><i>The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:</i></p> <p><i>emerging changes in Good Industry Practice;</i></p> <p><i>any change or proposed change to Services and/or associated processes;</i></p> <p><i>any changes to the Security Policy;</i></p> <p><i>any new perceived or changed security threats; and</i></p> <p><i>any reasonable change in requirement requested by the Customer.</i></p> <p><i>The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Customer. The results of the review shall include, without limitation:</i></p> <p><i>suggested improvements to the effectiveness of the ISMS;</i></p> <p><i>updates to the risk assessments;</i></p> <p><i>proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security;</i></p> <p><i>and</i></p> <p><i>suggested improvements in measuring the effectiveness of controls.</i></p>
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		<p><i>Subject to paragraph 5.4 of this Call Off Schedule 7, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to paragraph 5.1 of this Call Off Schedule 7, a Customer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Customer.</i></p> <p><i>The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Call Off Contract.</i></p> <p>6. SECURITY TESTING</p> <p><i>The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Services, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.</i></p> <p><i>The Customer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Customer with the results of such Security Tests (in a form approved by the Customer in advance) as soon as practicable after completion of each Security Test. Without prejudice to any other right of audit or access granted to the Customer pursuant to this Call Off Contract, the Customer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Customer may notify the Supplier of the results of such tests after completion of each such test. If any such Customer's test adversely affects the Supplier's ability to deliver the Services so as to meet the Target Performance Levels, the Supplier shall be granted relief against any resultant under-performance for the period of the Customer's test.</i></p> <p><i>Where any Security Test carried out pursuant to paragraphs 6.2 or 6.3 of this Call Off Schedule 7 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the</i></p>
	<p>Security Policy</p> <p>Supplier staff must be cleared at SC level</p>	

		<p><i>Customer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Customer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Customer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Security) to this Call Off Schedule 7) or the requirements of this Call Off Schedule 7, the change to the ISMS or Security Management Plan shall be at no cost to the Customer.</i></p> <p><i>If any repeat Security Test carried out pursuant to paragraph 6.4 of this Call Off Schedule 7 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call Off Contract.</i></p> <p>7. ISMS COMPLIANCE</p> <p><i>The Customer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy.</i></p> <p><i>If, on the basis of evidence provided by such security audits, it is the Customer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or the Security Policy are not being achieved by the Supplier, then the Customer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Customer shall have the right to obtain an independent audit against these standards in whole or in part.</i></p> <p><i>If, as a result of any such independent audit as described in paragraph 7.2 of this Call Off Schedule 7 the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Customer in obtaining such audit.</i></p> <p>8. BREACH OF SECURITY</p> <p><i>Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.</i></p> <p><i>Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 8.1 of this Call Off Schedule 7, the Supplier shall:</i></p>
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		<p><i>immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:</i></p> <ul style="list-style-type: none"> <i>minimise the extent of actual or potential harm caused by any Breach of Security;</i> <i>remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Customer Property and/or Customer Assets and/or ISMS to the extent that this within the Supplier's control;</i> <i>apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services, the Supplier shall be granted relief against any resultant under-performance for such period as the Customer, acting reasonably, may specify by written notice to the Supplier;</i> <i>prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;</i> <i>supply any requested data to the Customer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Customer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and</i> <i>as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security, including a root cause analysis where required by the Customer.</i> <p><i>In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Call Off Schedule 7, then any required change to the ISMS shall be at no cost to the Customer.</i></p> <p><i>Cyber Reference: RAR-SQCF4KQV to be undertaken as soon as possible but no more than 30 working days.</i></p>
10.4	ICT Policy:	<i>Not Applied.</i>
10.5	Testing: Not applied	<i>Not Applied.</i>
10.6	Business Continuity & Disaster Recovery: Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1	<i>Not Applied</i>

	(Definitions) the “Disaster Period” shall be 5 working days	
10.7	NOT USED	
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):	As specified by the Customer from time to time
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer’s postal address and email address: Supplier’s postal address and email address:	<p><i>MOD DE&S</i> <i>Abbey Wood</i> <i>DES Ships – FMSP Team</i> <i>MailPoint 3030, Cedar 0C</i> <i>Bristol</i> <i>BS34 8JH</i></p> <p>[REDACTED]</p> <p><i>Newton Europe Limited</i> <i>2 Kingston Business Park,</i> <i>Kingston Bagpuize,</i> <i>Abingdon,</i> <i>Oxfordshire,</i> <i>OX13 5FE</i></p> <p>[REDACTED]</p>
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)	<p><i>Guidance Note: Consider Call Off Schedule 13 (Transparency Reports). If Transparency reports are required, populate the table below.</i></p> <p>In Call Off Schedule 13 (Transparency Reports)</p>

TITLE	CONTENT	FORMAT	FREQUENCY
<i>[Performance]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Call Off Contract Charges]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Key Sub-Contractors]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Technical]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>
<i>[Performance Management]</i>	<i>[]</i>	<i>[]</i>	<i>[]</i>

10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14 and if required, any Customer alternative pricing mechanism):	<i>Only MOD DEFCONs and DEFFORMs are included as per Clause 10.16</i> <i>Security Provisions – Classified Material (see Separate Document)</i> <i>Personal Data (see Separate Document)</i>
10.12	Call Off Tender: In Call Off Schedule 16	[REDACTED]

10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms)	As per clause 36.3.2								
10.14	Staff Transfer Annex to Call Off Schedule 10, List of Notified Sub-Contractors (Call Off Tender).	Not Applied								
10.15	Processing Data Call Off Schedule 17									
<div>1. The contact details of the Customer Data Protection Officer is: [REDACTED]</div> <div>2. The contact details of the Suppliers Data Protection Officer is: [REDACTED]</div> <div>3. The Processor shall comply with any further written instructions with respect to processing by the Controller.</div> <div>4. Any such further instructions shall be incorporated into this Schedule.</div> <table><tr><td>Contract Reference:</td><td>CCCC20B30</td></tr><tr><td>Date:</td><td>From Contract Start</td></tr><tr><td>Description Of Authorised Processing</td><td>Details</td></tr><tr><td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.</td></tr></table>			Contract Reference:	CCCC20B30	Date:	From Contract Start	Description Of Authorised Processing	Details	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Contract Reference:	CCCC20B30									
Date:	From Contract Start									
Description Of Authorised Processing	Details									
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.									

	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities.
	Duration of the processing	For the duration of the Framework Award plus 7 years.
	Nature and purposes of the processing	<p>The Personal Data to be processed under the Contract will be processed as follows: To secure or fulfil a contract (Contractual obligation) for the provision of the Services pursuant to this Call off Contract.</p> <p>Personal data relates to the collection and storage of first name, surname, location, email address and work telephone number. The data should be regularly refreshed to ensure it is kept up to date, should only be processed for the purpose for which it was collected, should only be stored in the UK and should only be available to individuals who hold appropriate security clearances.</p> <p>Appropriate format to be agreed between supplier and customer</p>
	Type of Personal Data	<p>Full name</p> <p>Workplace address</p> <p>Workplace Phone Number</p> <p>Workplace email address</p> <p>Names</p> <p>Job Title</p> <p>Compensation</p> <p>Tenure Information Qualifications or certifications</p> <p>Nationality</p> <p>Education & training history</p>

		<p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date & reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin & emergency contact details</p> <p>Record of absence, time tracking & annual leave</p>
	Categories of Data Subject	MOD Staff (including MOD civilian personnel, MOD military personnel, MOD contractors, volunteers, agents, and temporary workers) and suppliers

10.16	MOD DEFCONs and DEFFORM Call Off Schedule 15	<i>Guidance Note: Consider Call Off Schedule 15 (MOD DEFCONs and DEFFORMs). If DEFCONs or DEFFORMs are required, populate the table below.</i>																		
<p>The following MOD DEFCONs and DEFFORMs form part of this Call Off Contract:</p> <p>DEFCONs</p> <table border="1" data-bbox="306 443 1044 537"> <thead> <tr> <th>DEFCON</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>DEFFORMs</p> <table border="1" data-bbox="310 594 1044 688"> <thead> <tr> <th>DEFFORM</th> <th>Version</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			DEFCON	Version	Description							DEFFORM	Version	Description						
DEFCON	Version	Description																		
DEFFORM	Version	Description																		

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

[REDACTED]

For and on behalf of the Customer:

[REDACTED]
