(Framework Schedule 6)

ORDER FORM

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249 to be issued by **DD PS Commercial Team**.

The DIPS Framework and this Call-Off Contract are to be for the delivery of service-based outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used, such as Public Sector Resourcing.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Schedule 3 to this **Order Form / Statement of Requirements Template**¹). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this **Order Form / Statement of Requirements Template** shall have the meanings set out in DIPS Framework Joint Schedule 1 (Definitions) unless otherwise stated.

1. DIPS Requirement Identification						
Call-Off Lot		Lot 2 - Dev, Apps, UX, Dev Ops, Sys Design & Support				
Call-Off Reference		RM6249 712396450	Version Number	4	Date	16/12/2024
Call-Off Contract title:		DF/162 Novus – live service and embedded teams.				
Call-Off Contract description:		Providing Live Service Resource to the Defence Information Platform and embedded teams across Defence Digital.				
Commercial Strategy (Please confirm pro		posed route to market –				
Further Competition	\boxtimes		Evaluation Weigh		Sub-Criteria	Sub-Criteria Weighting
		Competitive award criteria to	<u>QUAL</u> 559		Technical & Other qualitative evaluation criteria relevant to the specific Deliverable.	90% maximum
Direct Award*		be used for undertaking evaluation of proposal(s)			Social Value qualitative evaluation criteria based on DIPS MAC selected.	10% minimum
			PRICE RES Firm Pricing and of Rat 45%	l/or Schedule es.	N/A	N/A

¹ This represents DIPS Framework Schedule 6

(Framework Schedule 6)

Contract Charges Estimated Contract Value (excluding VAT) for Call-Off Contract based on Financial Approvals

The total value of this Call-Off Contract is **Not to Exceed (NTE) £50,000,000.00** (ex VAT)Limit of Liability. This includes the provision of an extension. The initial contract value is **£3,998,978.00** (ex VAT) (Statement of Work 0). The remaining LoL will be available for further Statements of Work (SOW) within the scope during the term, increasing the committed value of the contract each occurrence.

Timescales (Prior to Further Competition enter anticipated dates. Following Further Competition update with a	ctual dates)
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Call-Off Start Date	6 th January 2025
Call-Off Initial Period	3 years (with a break clause at the end of December 2027)
Call-Off Expiry Date	5 th January 2028
Call-Off Optional Extension Period	4 x 3 month periods
Minimum notice period prior to a Call-Off Optional Extension Period (i.e. 3-months minimum in line with DIPS Core Terms 10.1.2)	3 calendar months

2. Contact deta	ils		
Government Directorate / Organisation Title	Defence Digital, Defence Information Platform	Name of Supplier	CGI
Name of Requirement Holder's Authorised Representative	Redacted Under FOIA Section 40, Personal Information	Name of Supplier's Authorised Representative	Redacted Under FOIA Section 40, Personal Information
Post title	Redacted Under FOIA Section 40, Personal Information	Post title	Redacted Under FOIA Section 40, Personal Information
Requirement Holder's Address	Redacted Under FOIA Section 40, Personal Information	Supplier Address	Redacted Under FOIA Section 40, Personal Information
Postcode		Postcode	
Telephone	Redacted Under FOIA Section 40, Personal Information	Telephone	Redacted Under FOIA Section 40, Personal Information

(Framework Schedule 6)

Email	Redacted Under FOIA Section 40, Personal Information	Email	Redacted Under FOIA Section 40, Personal Information
Name of Requirement Holder's Project Lead	Redacted Under FOIA Section 40, Personal Information	Project Lead's Contact Email	Redacted Under FOIA Section 40, Personal Information

SOR is included at Schedule 1 of this Order Form.	
Background/justification for Call-Off Contract	
SOR is included at Schedule 1 of this Order Form	
Description of Services to be provided under the Call-Off Contract	
Schedule 3	
Activities required to be undertaken under the Call-Off Contract	
Schedule 3	
Outputs to be provided under the Call-Off Contract	
Schedule 3	
Acceptance/rejection criteria / provisions	
Schedule 3	
Material KPIs / Critical Service Level Failure	
Call-off Schedule 14	
Material KPIs	
Call-Off Schedule 3	

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with DIPS Framework Call-Off Schedule 14 (Service Levels):

(Framework Schedule 6)

3. Statement of Requirements (SOR)

Critical Service Level Failure

Call-Off Schedule 3

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

SOR is included at Schedule 1 of this Order Form

Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the DIPS Framework Call-off Schedules)

From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in DIPS Framework Schedule 1 (Specification). The Requirement Holder requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

• SOR is included at Schedule 1 of this Order Form

Project and risk management

The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.

Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.

• SOR is included at Schedule 1 of this Order Form

4. Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing those DIPS Framework schedules are not being used in this Call-Off Contract. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
- 2. Joint Schedule 1 (Definitions)
- 3. Any Statement(s) of Work (in the form of the template set out in Schedule 3 to this Order Form / Statement of Requirements Template (Framework Schedule 6)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
- 4. The following Schedules in equal order of precedence:
- Joint Schedules
 - Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - o Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

Call-Off Schedules

- o Call-Off Schedule 2 (Staff Transfer), Parts D.
- o Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- o Call-Off Schedule 10 (Exit Management)
- o Call-Off Schedule 13 (Implementation Plan and Testing)
- o Call-Off Schedule 14 (Service Levels)
- o Call-Off Schedule 17 (MOD Terms)
- o Call-Off Schedule 25 (Ethical Walls Agreement)
- o Call-Off Schedule 26 (Cyber)
- 1 Core Terms (DIPS version)

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. For the avoidance of doubt any commercial terms or attachments/references included in this Order Form shall form part of the Call-Off Contract.

5a. General Conditions

Additional general DEFCON/conditions and DEFFORMs applicable to providing the Deliverables, are to be listed here: (e.g. IR35 Assessment Status, Cyber Risk Assessment details)

Additional Conditions:

Within the scope of the Call-Off Contract, these additional clauses will apply:

Defence Conditions (DEFCONs)

- DEFCON 5J (18/11/16) Unique Identifiers
- DEFCON 76 (11/22) Contractor's Personnel at Government Establishments
- DEFCON 129J (18/11/16) The Use of the Electronic Business Delivery Form
- DEFCON 503 (06/22) Formal Amendments to the Contract
- DEFCON 514 (08/15) Material Breach
- DEFCON 515 (06/21) Bankruptcy and Insolvency
- DEFCON 522 (11/21) Payment and Recovery of Sums Due
- DEFCON 531 (09/21) Disclosure of Information
- DEFCON 532A (05/22) Protection of Personal Data (Where Data is not being processed on behalf on the Authority)
- DEFCON 539 (01/22) Transparency
- DEFCON 550 (02/14) Child Labour and Employment Law
- DEFCON 566 (10/20) Change of Control of Contractor
- DEFCON 602B (12/06) Quality Assurance (Without Deliverable Quality Plan)
- DEFCON 627 (11/21) Quality Assurance Requirement for a Certificate of Conformity
- DEFCON 632 (11/21) Third Party Intellectual Property Rights and Restrictions
- DEFCON 642 (07/21) Progress Meetings

• DEFCON 658 (10/22) - Cyber

1. Risk Assessment Reference (RAR) – Novous Live Services and Embedded Resources - Further to DEFCON 658 the Cyber Risk Profile of the Contract is Redacted Under FOIA Section 40, Personal Information, as defined in Def Stan 05-138.

DEFCON 659A (09/21) – Security Measures

• DEFCON 660 (12/15) - Official-Sensitive Security Requirements

• DEFCON 656A (08/16) - Termination for Convenience (contracts

under £5m)

• DEFCON 703 (06/21) - Intellectual Property Rights – Vesting in the Authority

This is a Managed Service contract so **IR35 responsibilities are with the supplier and not the buyer**. The supplier is expected to undertake IR35 assessments.

5b. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

1. The Authority requests a contractual break clause is incorporated at the 1st December 2026. This would allow the Authority to

exit the contract and not incur and financial costs for the remaining period quoted. If a break clause is invoked by the Authority, the Authority shall give the Supplier 30 calendar days notice to stop work under this Order Form. The 30 calendar day notice period shall also apply to re-starting work under this Order Form.

2. NOT USED.

3. The Supplier, at the Quarterly Contract Management Meeting, will report on their efforts to ensure their social value

obligations are being met under this contract. The supplier will use reasonable endeavours to ensure their obligations are

fulfilled under this contract.

4. The supplier agrees that the KPI information collated can be submitted to the Cabinet Office for review on a quarterly basis.

5c. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms.

5d. Requirement Holder's Security Policy

A **Security Aspects Letter** to be issued and executed alongside this Order Form – to be included at Schedule 4 of the Order Form Where applicable, a Security Aspects Letter should be issued and executed alongside this Order Form.

5e. Cyber Essentials Scheme				
The Requirement Owner to tick one of the following options, in accordance with DIPS Framework Call-Off Schedule 26 (Cyber): -				
Cyber Essentials Plus: The Requirement Holder requires the Supplier to have / maintain a Cyber Essentials Plus: The Requirement Holder requires the Supplier to have / maintain a Cyber Essentials Bookmark r Bookmark r defined.				
Cyber Essentials : The Requirement Holder requires the Supplier to have / maintain a Cyber Essentials level Certificate for the work undertaken under this Call-Off Contract.				
The Requirement Holder requires no level of Cyber Essentials				

5f. Requirement Holder's Environmental Policy

Available online at: Management of environmental protection in defence (JSP 418) - GOV.UK (www.gov.uk) This version is dated 18th August 2023

5g. Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in DIPS Framework Call-Off Schedule 14 (Call-Off Tender)]

The Requirement Holder to review DIPS Customer Guidance Document - Annex A - DIPS Social Value - Model Award Criteria

The supplier agrees to be measured against the Social Value promises made in their tender submission.

5h. Quality Assurance Conditions

According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements:

Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production.

Certificate of Conformity shall be provided in accordance with DEFCON 627 (*Edn12/10*).

Deliverable Quality Plan requirements:

DEFCON 602A (*Edn 12/17*) - Quality Assurance with Quality Plan DEFCON 602B (*Edn 12/06*) - Quality Assurance without Quality Plan

 \square

 \boxtimes

AQAP 2105:2 - NATO Requirements for Deliverable Quality Plans

Software Quality Assurance requirements

Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply

Air Environment Quality Assurance requirements

(Framework Schedule 6)

5h. Quality Assurance Conditions		
Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)		
Relevant MAA Regulatory Publications (See attachment for details)		
Additional Quality Requirements (See attachment for details)		
Planned maintenance schedule requirement		
Supplier to provide a planned maintenance schedule as described in paragraph 8.1 of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables).		

5i. Implementation Plan

Implementation Plan requirements in accordance with paragraph 1.1 of Call-Off Schedule 13 (Implementation Plan).

3. Additional Insurances

Not applicable

4. Guarantee

Not applicable

5i. Proposed Subcontractor(s)

I3Works

Atkins Realis

5j. Commercially Sensitive Information

Description of Supplier's Commercially Sensitive Information:

• Details of Contractor staff including CV's, names etc

- Details of supplier pricing and payment information e.g., rates, payment plans
- Design review material
- Technical Specification documents
- System Definition Document, Interface Control Documents, HLD Specifications -Test Results Reports & Observation Reports (including lists of defects)

- Assessment reports and post-costing statements
- Safety Case Report
- Assumptions, Dependencies and Exclusions
- Project Plan documents

Cross Reference(s) to location of sensitive information:

Supplier proposal: 712396450 RM6249 Lot 2

Explanation of Sensitivity:

Dissemination of pricing and technical information as detailed in CGI's proposal may be used by competitors to gain an insight into CGI pricing information/ gain a commercial advantage.

Details of potential harm resulting from disclosure:

Dissemination of pricing and technical information as detailed in CGI's proposal may be used by competitors to gain an insight into CGI pricing information/ gain a commercial advantage.

Period of Confidence (if applicable):

Indefinite

6. Requirement Holder Commercial Officer Authorisation Redacted Under FOIA Section 40, Redacted Under FOIA Section 40, Order Form approved by Telephone Personal Information Personal Information (Name in capital letters) Redacted Under FOIA Section 40, Redacted Under FOIA Section 40, Directorate / Division Email Personal Information Personal Information Redacted Under FOIA Section 40. Redacted Under FOIA Section 40, Organisation Role / Date Personal Information Personal Information Position Redacted Under FOIA Section 40, Personal Information Approver's signature

7. Acknowledgeme	ent by Supplier		
Order Form acknowledged	Redacted Under FOIA Section 40,		Redacted Under FOIA Section
by	Personal Information	Telephone	40, Personal Information
(Name in capital letters)			
Cumpling Manag	Redacted Under FOIA Section 40,	Freed	Redacted Under FOIA Section
Supplier Name	Personal Information	Email	40, Personal Information
Our alian Dala / Daaitian	Redacted Under FOIA Section 40,	Dete	Redacted Under FOIA Section
Supplier Role / Position	Personal Information	Date	40, Personal Information
	Redacted Under FOIA Section 40, Personal Information		
Approver's signature			

SCHEDULE 1 (Statement of Requirement)

Schedule 2 – Pricing Response

BLANK

Schedule 3 – Statement of Work

The below Statement of Work (SOW) forms the Core SOQ for this contract. Further SOW's may be added onto the contract in the same template, labelled itterativly.

Statement of Work: DF162 NOVUS

This Statement of Work ('SOW') is between the Ministry of Defence (the 'Authority') and CGI (the 'Supplier'). The SOW outlines and authorises activities under the DIPS Call Off Contract reference RM6249/DIPS DF162 06/01/2025.

2. Par	: 1: Requirement	Outline
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SOW Title	
SOW Reference	SOW 0
Work Start Date	6 th January 2025
Work End Date	5 th January 2028
Pricing Methodology	Fixed Price for Fixed Capacity
Security Clearance Levels	SC
Required	
Travel required	It is expected that travel to Authority sites will be required, and the team will operate a mix of on-site and remote working.
Requirement raised by	Redacted Under FOIA Section 40, Personal Information
Date raised	N/A

This Statement of Work is to provide additional resources to undertake the work detailed in this SOW.

3. Part 2: Contractor's Proposal

Redacted Under FOIA Section 40, Personal Information

1. Core deliverables

Redacted Under FOIA Section 40, Personal Information

Statement of work outcomes

Hand over and transition

Redacted Under FOIA Section 40, Personal Information

Delivery

Redacted Under FOIA Section 40, Personal Information

User research

Redacted Under FOIA Section 40, Personal Information

Reuse, openness and portability Redacted Under FOIA Section 40, Personal Information

Logging, monitoring and alerting Redacted Under FOIA Section 40, Personal Information

Automation, AI and process improvement Redacted Under FOIA Section 40, Personal Information

Support

Redacted Under FOIA Section 40, Personal Information

Security Redacted Under FOIA Section 40, Personal Information

APIs and data access

Redacted Under FOIA Section 40, Personal Information

Backups and testing

Redacted Under FOIA Section 40, Personal Information

Insights through analytics Redacted Under FOIA Section 40, Personal Information

Development and rapid prototyping Redacted Under FOIA Section 40, Personal Information

Structured information and content Redacted Under FOIA Section 40, Personal Information

Pricing Schedule

Redacted Under FOIA Section 40, Personal Information

Resource Submission

Redacted Under FOIA Section 40, Personal Information

Reimbursable Expenses:

Redacted Under FOIA Section 40, Personal Information

Key Performance Indicators (KPIs) and Service Level Agreements (SLAs) Redacted Under FOIA Section 40, Personal Information

Part 3: Approval

OFFICIAL SENSITIVE

DIPS Order Form Template

Annex A: Statement of Work Additional Terms Not Applicable

Schedule 4 - Security Aspects Letter



Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Date: 16/10/24

712396450 Novus (Live Services and Embedded Resources)

On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.

Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Personal information	Redacted Under FOIA Section 40, Personal Information
Security information	Redacted Under FOIA Section 40, Personal Information
Architecture documentation	Redacted Under FOIA Section 40, Personal Information
System specific configuration information	Redacted Under FOIA Section 40, Personal Information

All contracted resources will work at OFFICIAL and must be SC cleared.

Your attention is drawn to the provisions of the Official Secrets Act 1989 and the National Security Act 2023. In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract.

Will you please confirm that:

This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

The definition is fully understood.

Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any

contractual document can and will be met and that the classified material shall be protected in accordance with applicable national laws and regulations.]

All employees of the company who will have access to classified material have either signed an OSA/NSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA/NSA apply to all classified information and assets associated with this contract.

If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Security Officer (PSyO) in accordance with DEFCON 76.

Contact details for the MOD Project Security Officer (PSyO) (responsible for the co-ordination of effective security measures throughout the Project/Programme) are included below:

Yours faithfully

Copy via email to:

Redacted Under FOIA Section 40, Personal Information

Annex A