



**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 14/06/21 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/technology-services-3-ccs). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 1a – Supplier Tender Response
4. Attachment 1b – Security Aspects Letter
5. Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
6. Attachment 3 – Reports; and
7. Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form and its Attachments;
- c) the Call-Off Terms; and
- d) Framework Schedule 18 (Tender).



Section A General information

| Contract Details | |
|--|--|
| Contract Reference: | TBC. |
| Contract Title: | M365 Delivery Partner – Phase 1. |
| Contract Description: | Dstl is seeking a delivery partner to assist with the design and implementation of M365 collaboration and productivity services. |
| Commencement Date: this should be the date of the last signature on Section D of this Order Form 1 st August 2022. | |

| Buyer details |
|--|
| Buyer organisation name Defence Science and Technology Laboratory "Dstl". |
| Billing address Your organisation's billing address - please ensure you include a postcode All invoices must quote the Purchase Order number and be sent to: Dstl Accounts Payable, PO Box325, Portsdown West, FAREHAM, HANTS PO14 9HL. Tel: REDACTED - Under FOIA Section 40, P E: REDACTED - Under FOIA Section 40, Personal Information |
| Buyer representative name The name of your point of contact for this Order REDACTED - Under FOIA Section 40, Personal Information |
| Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract. E: REDACTED - Under FOIA Section 40, Personal Information T: REDACTED - Under FOIA Section 40, Per |
| Buyer Project Reference Please provide the customer project reference number. IPMO1675 |



Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Fujitsu Services Limited.

Supplier address

Supplier's registered address
22 Baker Street, London, W1U 3BW.

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED - Under FOIA Section 40,

Supplier representative contact details

Email and telephone contact details of the supplier's representative

Fujitsu Services

55 Jays Close

Basingstoke

RG22 4BY

E: REDACTED - Under FOIA Section 40, Personal Information

T: REDACTED - Under FOIA Section 40, Personal Information

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number; this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

N/A.



Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)

Up to 18 months but dependent upon contract options and subject to the successful delivery of output deliverables, which may result in a shorter contract period.

Services

The Supplier shall provide the following Services to the Buyer:

See Attachment 1 - Services Specification (Buyer requirements)

See Attachment 1A - Supplier Tender Response

For the avoidance of doubt, in the event of any conflict Attachment 1 takes priority over Attachment 1A.

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

| Phase 1a | Mobilisation and Discovery | Milestone Delivery Date/Period | Milestone Fee Ex VAT |
|---|--|--|----------------------|
| 1.1a | M365Test Service | REDACTED - Under FOIA Section 43, Commercial Interests | REDACTED - Unde |
| 1.2a | Baseline Azure/M365 Security Review | | |
| 1.3a | Azure/M365 Security Service Enhancement | | |
| 1.4a | Express Route Service | | |
| 1.5a | Microsoft Purview Service | | |
| 1.6a | M365 Personal Productivity Service | | |
| 1.7a | M365 Team Collaboration Service | | |
| 1.8a | M365 Live Events Service | | |
| 1.9a | M365 Support Bot Service (Extra Cost item) | | |
| 1.10a | Mobilisation / Set-up / Core | | |
| Phase 1b | Baseline (Design Stage) | Milestone Delivery Date/Period | Milestone Fee Ex VAT |
| 1.1b | Baseline Azure/M365 Security Review | REDACTED - Under FOIA Section 43, Commercial Interests | REDACTED - Un |
| Total Fee Phase 1 (inclusive of 1a and 1b above) Exclusive of VAT | | | £200.495 |

Delivery will be evidenced by the presentation by the Supplier of a Requirements Catalogue and Traceability Matrix at the conclusion of each Work Package in Phase 1a and the presentation of a Service Design Package for Phase 1b. All documents will be reviewed and comments provided to the Supplier within 10 days of receipt by the Buyer, unless otherwise agreed between the parties. Upon resolution of any comments the Buyer will issue an Acceptance Certificate for each Work Package.



Out of Scope

- REDACTED - Under FOIA Section 43, Commercial Interests

- Provision of Microsoft support as this shall be provided by Dstl

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

1. Dstl Porton Down, Salisbury, Wiltshire
2. Dstl Ports Down West, Fareham, Hampshire
3. Remotely via Working from Home

Supplier Premises:

Fujitsu Services
55 Jays Close
Basingstoke
RG22 4BY

Third Party Premises:

Not Applicable

Additional Standards

Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.

See:

Attachment 1B – Security Aspects Letter (SAL)

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

| Key Supplier Personnel | Key Role(s) | Duration |
|----------------------------------|--|-------------------------|
| REDACTED - Under FOIA Section 43 | REDACTED - Under FOIA Section 43, Commercial Interests | Throughout the contract |
| REDACTED - Under FOIA Section 43 | REDACTED - Under FOIA Section 43, Commercial Interests | Throughout the contract |
| REDACTED - Under FOIA Section 43 | REDACTED - Under FOIA Section 43, Commercial Interests | Throughout the contract |

Buyer Property

Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.

Dstl Laptops – GFA-1



Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Attachment 1B – Security Aspects Letter (SAL)

Buyer Enhanced Security Requirements

Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.

Attachment 1B - Security Aspects Letter (SAL)

Hold and maintain a Cyber Essentials Scheme Certificate

All Supplier personnel assigned to this Contract will hold a current and valid Security Check level (SC) as a minimum and be UK Nationals. Dual Nationals are not acceptable for this Contract.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - £1,000,000

Professional Indemnity Insurance (£) - £1,000,000

Key Sub-Contractors

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

FSP Consulting Services Limited

Now Building

Here & Now

Thames Valley Park

Reading

Berkshire

UK

RG6 1WG

Reg no: 07717182



Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.

| Phase 1a | Mobilisation and Discovery | Milestone Delivery Date/Period | Milestone Invoice Date (subject to acceptance and sign off by Buyer) | Milestone Fee Ex VAT |
|--|--|--------------------------------|--|----------------------|
| 1.1a | M365Test Service | (to be inserted) | REDACTED - Under FOIA Section 43, Commen | REDACTED - Unde |
| 1.2a | Baseline Azure/M365 Security Re-view | (to be inserted) | | |
| 1.3a | Azure/M365 Security Service Enhancement | (to be inserted) | | |
| 1.4a | Express Route Service | (to be inserted) | | |
| 1.5a | Microsoft Purview Service | (to be inserted) | | |
| 1.6a | M365 Personal Productivity Service | (to be inserted) | | |
| 1.7a | M365 Team Collaboration Service | (to be inserted) | | |
| 1.8a | M365 Live Events Service | (to be inserted) | | |
| 1.9a | M365 Support Bot Service (Extra Cost item) | (to be inserted) | | |
| 1.10a | Mobilisation / Set-up / Core | (to be inserted) | | |
| Phase 1b | Baseline (Design Stage) | Milestone Delivery Date/Period | Milestone Delivery Date/Period | Milestone Fee Ex VAT |
| 1.1b | Baseline Azure/M365 Security Re-view | (to be inserted) | REDACTED - Under FOIA Section 43, Commen | REDACTED - Un |
| Total Fee Phase 1 (inclusive of 1a and 1b above) Exclusive of VAT | | | | £200,495 |

REDACTED - Under FOIA Section 43, Commercial Interests

All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.

The payment profile for this Contract is milestone based and shall be invoiced in accordance with the table detailed in the above Contract Charges section.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to: See Section A (Billing) for details of where to send and submit invoices.

All invoices must include: Invoices shall only be submitted against a valid Purchase Order from the Buyer and invoices will detail the information against each milestone deliverable being



invoiced. Each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Any invoice incorrectly showing information will be rejected by the Buyer.

Method of Payment

Guidance Note – insert method of payment e.g. BACS.

The payment method for this Contract is BACS

Contract Anticipated Potential Value: £200,495 exclusive of VAT – REDACTED - Under FOIA Section 43, C

Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period



Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lot 1.

Additional Schedules

Guidance Note: Tick any applicable boxes below

| Additional Schedules | Tick as applicable |
|---|--------------------------|
| S1: Business Continuity and Disaster Recovery | <input type="checkbox"/> |
| S2: Continuous Improvement | <input type="checkbox"/> |
| S3: Supply Chain Visibility | <input type="checkbox"/> |

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

| Alternative Clauses | Tick as applicable |
|----------------------|--------------------------|
| Scots Law | <input type="checkbox"/> |
| Northern Ireland Law | <input type="checkbox"/> |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

Liability

*Guidance Note: to the extent that the Buyer would like to **increase** the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.*

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

Not Applicable

Termination for Convenience

Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.

The notice period for termination of convenience set out in Clause 19.1 of the Call-Off Terms shall be 30 Working Days.



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Section C - Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Not Applicable

For Supplier Tender Response please see Attachment 1A – Supplier Tender Response

Section D - Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

| | |
|----------------|--|
| Name | REDACTED - Under FOIA Section 40, Personal Information |
| Job role/title | CLIENT MANAGING DIRECTOR REDACTED - Under FOIA Section 40, Personal Information |
| Signature | |
| Date | 4th August 2022. |

For and on behalf of the Buyer

| | |
|----------------|--|
| Name | REDACTED - Under FOIA Section 40, Personal Information |
| Job role/title | Commercial Manger – Digital |
| Signature | REDACTED - Under FOIA Section 40, Personal Information |
| Date | 5 th August 2022 |



Attachment 1 – Services Specification

1. PURPOSE

- 1.1 The Authority is seeking to exploit its Microsoft 365 Licence to provide improvements to a range of online collaboration and productivity services. The Authority is seeking to strengthen its collaboration services with all its stakeholders across a broad range of public, private, academic, national and international organisations.
- 1.2 To assist with the design and implementation of these services and to exploit best practice across a range of diverse disciplines the Authority is seeking a Delivery Partner.
- 1.3 Annex C contains the Authorities proposed Microsoft 365 Adoption Roadmap.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Dstl is an executive agency of the Ministry of Defence (MOD) providing world class expertise and delivering cutting-edge science and technology for the benefit of the nation and allies.
- 2.2 Dstl is one of the principal government organisations dedicated to science and technology in the defence and security field.
- 2.3 Dstl supplies specialist services to MOD and wider government, working collaboratively with external partners in industry and academia worldwide, providing expert research, specialist advice and invaluable operational support.
- 2.4 Dstl responsibilities include;
 - 2.4.1 supplying sensitive and specialist science and technology services for MOD and wider government,
 - 2.4.2 providing and facilitating expert advice, analysis and assurance on defence procurement,
 - 2.4.3 leading on the MOD's science and technology programme,
 - 2.4.4 understanding risks and opportunities through horizon-scanning,
 - 2.4.5 acting as a trusted interface between MOD, wider government, the private sector and academia to provide science and technology support to military operations by the UK and her allies,
 - 2.4.6 championing and developing science and technology skills across MOD.
- 2.5 Dstl helps MOD to implement the recommendations in the National Security Strategy and the Strategic Defence and Security Review, in particular to;
 - 2.5.1 identify and monitor national security risks and opportunities,
 - 2.5.2 protect the UK and our interests at home, at our border, and internationally, in order to address physical and electronic threats from state and non-state sources.



3. BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT

- 3.1 The Authority has moved from perpetual licencing for its Microsoft Office suite to subscription licencing through Microsoft 365 for a user base of approximately 6000. The Authority is seeking to maximise this opportunity by exploiting the Online offering to deliver new and enhanced collaboration and productivity services to its business whilst maintaining appropriate security controls and information management measures.
- 3.2 The Authority has recently deployed some aspects of Microsoft Teams as part of expanding its collaboration service offering. This capability provides voice, video and chat capabilities to enhance collaborative meetings both internally and with external stakeholders. This has been integrated with on premise calendar functionality utilising a hybrid exchange model. This service is technically supported by the Authority's current service provider Sopra Steria Limited (SSL) who currently manage the Microsoft Teams product, Microsoft Tenant and supporting Azure services. The Authority provides service operational management and user training and support through an in house Digital support team.
- 3.3 The Authority is currently assessing, through a transformation programme, its Service Integration and Management approach and existing and future services will be required to align with these developing approaches which include disaggregating the supply chain and moving towards an internal system integrator. This transformation is ongoing and expected to complete by March 2024.
- 3.4 The Authority is seeking a skilled, knowledgeable and experienced Delivery Partner to assist with the design and deployment of collaboration and productivity services utilising Microsoft 365 applications and functionality in a secure and managed way. Optionally this delivery partner, subject to the outcome of the internal transformation agenda, may be asked to support aspects of these services as required.
- 3.5 The Authority recognises that other businesses and public bodies have already migrated to the use Microsoft 365 Online products and wishes to leverage experience in these sectors to minimise risk and maximise utility.
- 3.6 The Authority's Microsoft Tenant currently contains minimal information assets (limited to whiteboard content). At this time there is no intention to migrate existing data in bulk to the Microsoft 365 cloud environment.
- 3.7 The Authority's candidate blueprint is included at Annex C and provides a high level view of the proposed Microsoft 365 deployment and service adoption. This is a candidate view and will be subject to change, once the Delivery Partner is selected, to reflect the needs of the Authority and the opportunities and efficiencies identified by the selected Delivery Partner.
- 3.8 Your company's contribution and approach to social value will be assessed as part of this tender evaluation in line with the 'Public Services (Social Value) Act 2012'. The elements required as part of this tender relate to economic and environmental benefits that best fit with the outcomes of this tender.

4. Definitions

- 4.1 Not used

5. SCOPE OF REQUIREMENT

- 5.1 The Delivery Partner shall be expected to understand the full capabilities of the Microsoft 365 suite and have experience in its optimal deployment in a secure environment.



- 5.2 The Delivery Partner shall be expected to identify exploitation of Microsoft 365 capabilities to meet the Authority's candidate Capability Roadmap (blueprint) supplied at Annex C and assist with the development of the Roadmap to ensure optimal deployment to meet the identified business need.
- 5.3 The Delivery Partner shall support the Authority in engagement with customers (service consumers) including; understanding of business need, shaping and articulation of business requirements, Service maturity assessments, readiness for change and adoption.
- 5.4 The Delivery Partner shall produce a fit for purpose Service Design Package which shall include the necessary information to enable the successful deployment and operation of the service(s) by the Authority or its selected Agents.
- 5.5 The Delivery Partner shall provide a robust security, information and events management solution, utilising proven configuration of the Microsoft Security products for protecting and securing information stored in the Authority's Microsoft tenant including event monitoring for integration into the Authority's Security Operating Centre.
- 5.6 The Delivery Partner shall Design an appropriate pre-deployment test environment for Microsoft 365 utilising Dstl Digital's existing licence. The test environment(s) shall be suitable for development and testing of Microsoft 365 services prior to deployment to the managed live operational corporate environment.
- 5.7 The Delivery Partner shall create automated idempotent processes for the deployment of services. This shall include initial deployments and processes for change.
- 5.8 The Delivery Partner shall design governance models and supporting compliance centre and solution catalogue configurations for the management of data held within the Authority's Microsoft 365 tenant.
- 5.9 The Delivery Partner shall provide Knowledge and Skills transfer to suitably qualified and experienced members of the Authority's team or agents to enable the support of the services developed as part of this tender.

6. OPTIONS

- 6.1 The Delivery Partner may be called upon to deliver some elements of the designed services. This may include but is not limited to;
- 6.1.1 Provision of service desk support for Microsoft 365 related queries as directed from the Authority's service desk. This shall operate aligned to the Authority's service desk hours 07:00 – 19:00 (Monday to Friday).
- 6.1.2 Provision of a virtual agent (question and answer support "bot") to assist with automated queries and help related to Microsoft 365 supported services. This will be tailored to the Authority's specific requirements.
- 6.1.3 Engineering services support for system service fault finding as part of the Authority's resolver group(s).
- 6.1.4 Support to change and release management activities for Microsoft 365 related services.
- 6.1.5 Support to service operations and administration of key Microsoft 365 supported services.



6.2 The scope of these service elements will be subject to the Authority's on going Digital Services Transformation programme.

7. key milestones and Deliverables

7.1 The following Contract deliverables shall apply:

| Ref | Title | Description | Format | Authority / supplier provided |
|-----------|---------------------------|---|--|-------------------------------|
| 1675Del01 | SDP | The service design packs shall reflect the supplier's proposal and shall include but not be limited to; <input type="checkbox"/> High level Design <input type="checkbox"/> Service definition <input type="checkbox"/> Service requirement <input type="checkbox"/> Service design <input type="checkbox"/> Functional and non-functional interfaces <input type="checkbox"/> Service measures and improvement criteria <input type="checkbox"/> Service transition strategy <input type="checkbox"/> Information security and compliance requirements <input type="checkbox"/> Service constraints | Microsoft Office Suite, .pdf, XML as appropriate | Supplier |
| 1675Del02 | Comms Plan | The communication plan content shall reflect the supplier's proposal and shall provide input to the project change management template. | Word (.docx), PowerPoint (.pptx), .pdf | Authority |
| 1675Del03 | Requirements document | The requirements document shall reflect the Potential Providers proposal and shall include but not be limited to; <input type="checkbox"/> unique identified Business requirement narrative <input type="checkbox"/> Candidate use case <input type="checkbox"/> Mapping to M365 capability product <input type="checkbox"/> Business prioritisation score (MoSCoW) <input type="checkbox"/> Service performance measures | Microsoft Office Suite. | Supplier |
| 1675Del04 | Scripts | Deployment scripts should be documented with a clear unambiguous narrative. | Text | Supplier |
| 1675Del05 | M365 Deployment Blueprint | The blueprint shall be updated to reflect the proposed deployment plan. | Microsoft Office Suite | Authority |
| 1675Del06 | Configured Tenants | Deployment of necessary Tenant(s) to assist with the testing and transition of services into live. | | Supplier |

Table 4 - Contract deliverables

8. CONTINUOUS IMPROVEMENT

- 8.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 8.2 The Supplier should present new ways of working to the Authority during service review meetings.
- 8.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.



9. QUALITY

- 9.1 The Authority is not specifying specific standards and accreditations above and beyond those tested as part of the Technology Services 3 framework. However, expectations are that, where appropriate, best practice and appropriate industry standards will be applied.

10. PRICE

- 10.1 All pricing shall be contained within priced proposals and shall be submitted in a separate document to that of the Mandatory & Compliance and Quality / Technical section responses of submissions.
- 10.2 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Supplier shall provide sufficient level of resource throughout the duration of the Contract with the appropriate skills, expertise and experience in order to consistently deliver a quality service. Where personal experience profiles are provided as part of the Potential Providers tender these skills and experience shall be matched or exceeded for the full duration of the contract.
- 11.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard and for the duration of the contract.
- 11.3 The Supplier shall ensure that all staff mobilised understand the Authority's vision and objectives and will provide the highest standard of customer service to the Authority throughout the duration of the Contract.
- 11.4 The Supplier's staff assigned to the Contract shall have the relevant security clearances to deliver the Contract and act in accordance with the Authority's Security Policies, Instruction and Security Aspects Letter.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The Authority's governance process will review and accept output deliverable against the appropriate and agreed standard. This shall be the Authority's measure and shall include criteria that the quality of deliverable has met the expected standard and / or the deliverable enables the expected outcome to be achieved.
- 12.2 In the event that the Authority determines the deliverable does not meet a Product description or quality criteria, the Authority and Supplier shall discuss and document the deficient aspects and agree an appropriate timeframe for amendments to lift the deliverable to the required level. That timescale should default at 72hrs, but can be adjusted depending on the level of deficiencies identified. In any event the Authority's decision in the matter shall be final.

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 13.1 Supplier's staff assigned to this Contract will be required to hold a current and valid Security Check level (SC) as a minimum and must be UK Nationals. Dual Nationals are not acceptable for this Contract.
- 13.2 A Security Aspects Letter (SAL) has been issued in conjunction with and for this ITT (Annex A) and its content shall be adhered to at all times.



- 13.3 Supplier's shall hold and maintain throughout the duration of this Contract an appropriate level Cyber Essential Scheme Certificate.

14. PAYMENT AND INVOICING

- 14.1 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 14.2 Invoices should be submitted to Dstl Accounts Payable, PO Box 325, Portsdown West, Portsdown Hill Road, FAREHAM, HANTS PO14 9HL.
- 14.3 Invoices shall only be submitted against a valid Purchase Order from the Authority and invoices will detail the information against each of the milestones being invoiced. Any invoice incorrectly showing information will be rejected.

15. CONTRACT MANAGEMENT

- 15.1 The Authority does not require formal Contract Management meetings however, the Supplier shall provide the Authority with regular progress reports. The content and frequency shall be agreed between the Authority and Supplier on award of contract and may be tailored post contract commencement.
- 15.2 Where physical attendance at progress report meetings is required these shall be agreed in good time (good time meaning at least 24hours notification of physical attendance being required) and at the Supplier's own expense.
- 15.3 Attendance at Contract Review meetings (if required) shall be at the Supplier's own expense.

16. LOCATION

- 16.1 The location of the Services to be delivered will be from any one of the three locations listed below and will be dependent on the COVID restrictions in place at the time.
- 16.1.1 Dstl Porton Down, Salisbury
- 16.1.2 Dstl Portsdown West, Fareham
- 16.1.3 Remotely via Working from Home.



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Attachment 1A – Supplier Tender Response



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REDACTED - Under FOIA Section 43, Commercial Interests

FUJITSU





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REDACTED - Under FOIA Section 43, Commercial Interests



Crown
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Service

REDACTED - Under FOIA Section 43, Commercial Interests



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Commercial
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Attachment 1B – Security Aspects Letter



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Service

Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

NOT APPLICABLE



Attachment 3 – Reports

| Title | Content | Format | Frequency |
|---------------------|--|---------------|----------------------|
| Charges | Detailed breakdown on charges against deliverables, inclusive of resource, grade, charge rate. | Excel or Word | Against each Invoice |
| Key Sub-Contractors | Details of Key Sub-Contractors used in delivery of the call-off contract | Excel or Word | Monthly |

| Social Value Report | | |
|--|---------|----------|
| Obligation | Measure | Progress |
| Building ethical and resilient supply chains | | |
| Delivering Zero Carbon | | |

| Milestone | Planned Completion Date | RAG Status | Get to Green Actions |
|--|--|------------|----------------------|
| Phase 1a | | | |
| 1.1a. M365Test Service | REDACTED - Under FOIA Section 43, Commercial Interes | | |
| 1.2a. Baseline Azure/M365 Security Re-view | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.3a. Azure/M365 Security Service Enhancement | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.4a. Express Route Service | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.5a. Microsoft Purview Service | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.6a. M365 Personal Productivity Service | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.7a. M365 Team Collaboration Service | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.8a. M365 Live Events Service | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| 1.9a. M365 Support Bot Service (Extra Cost item) | REDACTED - Under FOIA Section 43, Commercial Inti | | |
| Phase 1b | | | |
| 1.1b. Baseline Azure/M365 Security Re-view | REDACTED - Under FOIA Section 43, Commerci | | |



Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses

1. Call-Off Terms



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Off-Terms-v2.00 (2).c

2. Additional Schedules and Alternative Clauses

ALTERNATIVE CLAUSES

Scots Law
Northern Ireland Law
Joint Controller Clauses

ADDITIONAL CLAUSES AND SCHEDULES

SCHEDULES

| | |
|----|---|
| S1 | Implementation Plan |
| S2 | Testing Procedures |
| S3 | Security Requirements (either Part A or Part B) |
| S4 | Staff Transfer |
| S5 | Benchmarking |
| S6 | Business Continuity and Disaster Recovery |
| S7 | Continuous Improvement |
| S8 | Guarantee |
| S9 | MOD Terms |

CLAUSES

| | |
|----|-------------------------|
| C1 | Relevant Convictions |
| C2 | Security Measures |
| C3 | Collaboration Agreement |

Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially



immediately after Clause 55. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule 10.

ADDITIONAL CLAUSES AND SCHEDULES - SCHEDULES

| | | | |
|-----------|---|----------|--|
| S1 | IMPLEMENTATION PLAN | - | NOT USED |
| S2 | TESTING PROCEDURES | - | NOT USED |
| S3 | SECURITY REQUIREMENTS Letter (SAL)). | - | NOT USED (Please see Security Aspects |
| S4 | STAFF TRANSFER | - | NOT USED |



S5 BENCHMARKING

1. INTRODUCTION

1.1 In this Schedule, the following definitions shall apply:

| | |
|------------------------|--|
| "Benchmark Review" | a review of the Services carried out in accordance with this Schedule to determine whether those Services represent Good Value; |
| "Benchmarked Services" | any Services included within the scope of a Benchmark Review pursuant to this Schedule; |
| "Comparable Rates" | the Charges for Comparable Services; |
| "Comparable Services" | services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Services exist in the market, the Supplier shall propose an approach for developing a comparable Services benchmark; |
| "Comparison Group" | a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations; |
| "Equivalent Data" | data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group; |
| "Good Value" | that the Benchmarked Rates are within the Upper Quartile; and |
| "Upper Quartile" | in respect of Benchmark Rates, that based on an analysis of Equivalent Data, the Benchmark Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services. |



2. WHEN YOU SHOULD USE THIS SCHEDULE

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Services represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure this Contract represent value for money throughout and that the Buyer may terminate this Contract by issuing a written notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

3. BENCHMARKING

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Services.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
- 3.1.4 The Services that are to be the Benchmarked Services will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Services are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.



3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for approval, a draft plan for the Benchmark Review which must include:
- (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 5.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its approval of the draft plan.
- 3.2.5 Once it has received the approval of the draft plan, the benchmarker shall:
- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 5.2.6 below, information from other suppliers or purchasers on Comparable Rates;



- (b) by applying the adjustment factors listed in Paragraph 5.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the Upper Quartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "Benchmarking Report" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan approved pursuant to Paragraph The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 5.2.3 shall apply to any amended draft plan., setting out its findings. Those findings shall be required to:



- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
 - (b) if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with the Change Control Procedure.



| | | | |
|-----------|--|----------|-----------------|
| S6 | BUSINESS CONTINUITY AND DISASTER RECOVERY | - | NOT USED |
| S7 | CONTINUOUS IMPROVEMENT | - | NOT USED |
| S8 | GUARANTEE | - | NOT USED |



S9 MOD TERMS

3. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

| | |
|----------------------------|---|
| "MOD Terms and Conditions" | ms and conditions listed in this Schedule; |
| "MOD Site" | shall include any of Her Majesty's Ships or Vessels and Service Stations; and |
| "Officer in charge" | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments. |

4. ACCESS TO MOD SITES

- 2.1 The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Services.
- 2.2 The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by



the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.

- 2.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
- 2.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier



3. DEFCONS and DEFFORMS

- 3.1 The DEFCONS and DEFORMS listed in the Annex to this Schedule are incorporated into this Contract.
- 3.2 In the event of a conflict between any DEFCONS and DEFFORMS listed in the Annex to this Schedule and the other terms in this Contract, the DEFCONS and DEFFORMS shall prevail.



MOD DEFCONs AND DEFFORMs

| DEFCON NUMBER | DESCRIPTION |
|---|--|
| DEFCON 5J | Unique Identifiers |
| DEFCON 113 | Diversion Orders |
| DEFCON 129J | The Use Of The Electronic Business Delivery Form |
| DEFCON 522 | Payment and Recovery of Sums Due |
| DEFCON 76 | Contractor's Personnel At Government Establishments |
| DEFCON 501 | itions – Only for the purpose of interpreting the DEFCONS. |
| DEFCON 659A | Security Measures |
| DEFCON 660 | Official – Sensitive Security Requirements |
| DEFFORM NUMBER | DESCRIPTION |
| DEFFORM 111 | Addresses and Other Information |
| DEFFORM 129J | The Use Of The electronic Business Delivery Form |
| The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid | |



ADDITIONAL CLAUSES AND SCHEDULES – CLAUSES

C1

1. RELEVANT CONVICTIONS

1.1 For the purpose of this Clause, the following definitions shall apply:

“Conviction” means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; and

“Relevant Conviction” means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Buyer in the Order Form.

1.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the approval of the Buyer.

1.3 Notwithstanding Clause 1.3.1, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

1.4 carry out a check with the records held by the Department for Education (DfE);

1.5 conduct thorough questioning regarding any Relevant Convictions; and

1.6 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),



1.7 and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

C2

1. SECURITY MEASURES

1.1 For the purpose of this Clause, the following definitions shall apply:

| | |
|-----------------|---|
| “Document” | includes specifications, plans, drawings, photographs and books; |
| “Secret Matter” | means any matter connected with or arising out of the performance of this Contract which has been, or may hereafter be, by a notice in writing given by the Buyer to the Supplier be designated 'top secret' or 'secret'; and |
| “Servant” | where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called. |

1.2 The Supplier shall not, either before or after the completion or termination of this Contract, do or permit to be done anything which it knows or ought reasonably to know may result in information about a Secret Matter being:

1.2.1 without the prior consent in writing of the Buyer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;

1.2.2 disclosed to or acquired by a person as respects whom the Buyer has given to the Supplier a notice in writing which has not been cancelled stating that the Buyer requires that Secret Matters shall not be disclosed to that person;

1.2.3 without the prior consent in writing of the Buyer, disclosed to or acquired by any person who is not a servant of the Supplier; or

1.2.4 disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Contract that such person shall have the information.



1.3 Without prejudice to the provisions of Clause 1.2, the Supplier shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:

1.3.1 no such person as is mentioned in Clause 1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Buyer;

1.3.2 that no visitor to any premises in which there is any item to be supplied under this Contract or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Buyer so to do;

1.3.3 that no photograph of any item to be supplied under this Contract or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, and that no such photograph shall, without such consent, be published or otherwise circulated;

1.3.4 that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Contract or with the prior consent in writing of the Buyer, no copies of or extracts from any such document, model or item shall be made or used and no designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and

1.3.5 that if the Buyer gives notice in writing to the Supplier at any time requiring the delivery to the Buyer of any such document, model or item as is mentioned in Clause 1.3.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Buyer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.

1.4 The decision of the Buyer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause 1.2 shall be final and conclusive.

1.5 If and when directed by the Buyer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.

1.6 If and when directed by the Buyer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Contract.

1.7 If, at any time either before or after the expiry or termination of this Contract, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Buyer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.

1.8 The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 1.2 and 1.3 and shall, if directed by the Buyer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause C2 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

1.9 The Supplier shall, if directed by the Buyer, include in the Sub-Contract provisions in such terms as the Buyer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by this Clause C2, but with such variations (if any) as the Buyer may consider necessary. Further the Supplier shall:

- 1.9.1 give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under this Clause C2 into operation in such cases and to such extent as the Buyer may direct;
- 1.9.2 if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of this Clause C2, notify such breach forthwith to the Buyer; and
- 1.9.3 if and when so required by the Buyer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 1.12.

1.10 The Supplier shall give the Buyer such information and particulars as the Buyer may from time to time require for the purposes of satisfying the Buyer that the obligations imposed by or under the foregoing provisions of this Clause C2 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those



obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Buyer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

1.11 Nothing in this Clause C2 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

1.12 If the Buyer shall consider that any of the following events has occurred:

1.12.1 that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause C2; or

1.12.2 that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Buyer, or with any department or person acting on behalf of the Crown; or

1.12.3 that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in Clause 1.12.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Buyer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Contract, the Buyer may by notice in writing terminate this Contract forthwith.

1.13 A decision of the Buyer to terminate this Contract in accordance with the provisions of Clause 1.12 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Buyer's decision is based.

1.14 Supplier's notice

1.14.1 The Supplier may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 1.12, give the Buyer notice in writing requesting the Buyer to state whether the event upon which the Buyer's decision to terminate was based is an event mentioned in Clause 1.12 and to give particulars of that event; and



1.14.2 the Buyer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

1.15 Matters pursuant to termination

1.15.1 The termination of this Contract pursuant to Clause 1.12 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;

1.15.2 The Supplier shall be entitled to be paid for any work or thing done under this Contract and accepted but not paid for by the Buyer at the date of such termination either at the price which would have been payable under this Contract if this Contract had not been terminated, or at a reasonable price;

1.15.3 The Buyer may take over any work or thing done or made under this Contract (whether completed or not) and not accepted at the date of such termination which the Buyer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of this Clause C2 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Buyer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Buyer to have the full benefit of any work or thing taken over under this Clause; and

1.15.4 Save as aforesaid, the Supplier shall not be entitled to any payment from the Buyer after the termination of this Contract

1.15.5 If, after notice of termination of this Contract pursuant to the provisions of Clause 1.12:

- (a) the Buyer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 1.14; or
- (b) the Buyer shall state in the statement and particulars detailed in Clause 1.14 that the event upon which the Buyer's decision to terminate this Contract was based on an event mentioned in Clause 1.12.3,

1.15.6 the respective rights and obligations of the Supplier and the Buyer shall be terminated in accordance with the following provisions:

- (a) the Buyer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Contract under the provisions of Clause 1.12 and properly provided by or supplied to the Supplier for the performance of this Contract, except such materials, bought-out parts and components and



articles in course of manufacture as the Supplier shall, with the concurrence of the Buyer, elect to retain;

(b) the Supplier shall prepare and deliver to the Buyer within an agreed period or in default of agreement within such period as the Buyer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Buyer and shall deliver such materials and items in accordance with the directions of the Buyer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

(c) the Buyer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Contract;

(d) if hardship to the Supplier should arise from the operation of this Clause 1.15 it shall be open to the Supplier to refer the circumstances to the Buyer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Buyer on any matter arising out of this Clause shall be final and conclusive; and

(e) subject to the operation of Clauses 1.15.3, 1.15.4 and 1.15.5, termination of this Contract shall be without prejudice to any rights of either party that may have accrued before the date of such termination.



Crown
Commercial
Service

C3 COLLABORATION AGREEMENT - NOT USED



ALTERNATIVE CLAUSES

| | | |
|---------------------------------|----------|-----------------|
| SCOTS LAW | – | NOT USED |
| NORTHERN IRELAND LAW | – | NOT USED |
| JOINT CONTROLLER CLAUSES | – | NOT USED |