

DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form for DfD FOC Development Team C

ORDER REFERENCE: 711484450 – DfD FOC Dev Team C

THE BUYER: Strategic Command (Defence Digital) - Ministry of Defence

BUYER ADDRESS: Defence Digital, Building 405, Spur F1, MoD Corsham, Westwells Road, Corsham, SN13 9NR

THE SUPPLIER: KPMG LLP

SUPPLIER ADDRESS: 15 Canada Square, London E14 5GL

REGISTRATION NUMBER: OC301540

DUNS NUMBER: 42-391-6167

DPS SUPPLIER REGISTRATION SERVICE ID: [if known]

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 03/07/2025. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

Not Applicable

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
3. The following Schedules in equal order of precedence:

DPS Ref: RM3764iii
Model Version: v1.0

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- Joint Schedules for RM3764iii
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management)
 - Order Schedule 13 (Implementation Plan and Testing)
 - Order Schedule 14 (Service Levels)
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 17 (MOD Terms)
 - Order Schedule 18 (Background Checks)
 - Order Schedule 20 (Order Specification)
 - Order Schedule 22 (Secret Matters)
4. CCS Core Terms (DPS version)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
 6. Annexes A & B to Order Schedule 6
 7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Special Term 1: Primary Quality Assurance Standard Requirements – No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. Certificate of Conformity shall be provided in accordance with DEFCON 627 Edn. 11/21.

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Special Term 2: Quality Plans – No Deliverable Quality Plan is required, reference DEFCON 602B Edn. 12/06.

Special Term 3: Concessions – Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Special Term 4: Contractor Working Parties – Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Special Term 5: Security - The Supplier confirms that Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables hold a valid SC Security Clearance at the start of this contract.

Special Term 6: Working Arrangements - A hybrid arrangement will be in place consisting of both onsite and remote working. Supplier staff will be expected to attend meetings within standard office hours. Supplier staff will be expected to attend site as and when required, dependent on business need. The Supplier shall be given notice of attendance on site, at the Buyers Offices.

Special Term 7: IR35 Assessment – The IR35 status for this contract is to be determined.

Special Term 8: Security Aspects Letter – The Supplier has confirmed compliance with the Security Aspects Letter for this Contract.

Special Term 9: Cyber Security – In compliance with DEFCON 658, the Supplier confirms that a Supplier Assurance Questionnaire has been undertaken and deemed to be “Met”. The Risk Profile for this contract has been assessed as “Moderate”. The Risk Assessment Reference is: RAR-140481539.

Special Term 10: Maximum Liability – For the purposes of determining the Supplier's Limitation of Liability under Clause 11.2 of the Core Terms this Framework Order Form this Special Term 10 shall amend the Supplier's Liability Maximum to

[REDACTED]

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ORDER START DATE: **10th July 2025**

ORDER EXPIRY DATE: **9th January 2028**

ORDER INITIAL PERIOD: **Thirty (30) Months**

ORDER OPTIONAL EXTENSION: **1 x Eight (8) Months**

BREAK POINTS

The Authority reserves the right to invoke a contract break point on 31st March 2026, and 31st March 2027. These break points will come into effect unless notified otherwise by the Authority's Commercial Representative no later than 30 calendar days before the break point date. The break points are linked to the Authority's funding position; therefore, the Authority does not commit to any spend under this contract following the break points without formal instruction to the Supplier. The Authority will not be liable for any cost incurred by the Supplier following the break points unless formal instruction from the Authority's Commercial representative has been received confirming that funding for the period following each break point has been approved.

DELIVERABLES

See details in Order Schedule 20 (Order Specification)

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms as amended by the Order Form Special Term 10.

The Call-off contract value is £6,398,750.00 excluding VAT.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

All expenses for locations outside of Corsham must be pre-agreed between the Contractor supplier and Authority Project and Commercial Representative and must comply with the Authority's Travel and Subsistence (T&S) Policy. For the avoidance of doubt meetings at Corsham will not be reimbursable.

PAYMENT METHOD

The MOD electronic purchasing system CP&F will be used.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE:

██████████

BUYER'S ENVIRONMENTAL POLICY

Appended at APPENDIX 1 to this Schedule 6 Order Form

BUYER'S SECURITY POLICY

Appended at APPENDIX 2 to this Schedule 6 Order Form

SUPPLIER'S AUTHORISED REPRESENTATIVE

██████████

SUPPLIER'S CONTRACT MANAGER

██████████

PROGRESS REPORT FREQUENCY

Report	Timeframe	Details	MOD Approval
Monthly Review Pack	Five (5) business Days prior to the Monthly Project Review	<ul style="list-style-type: none"> • Executive Summary • Latest Key Performance Indicators • Issues for Support • Issues for Escalation • Contract Changes • Risks, Assumptions, Issues, Dependences & Opportunities (RAIDO) • Forward plan • Feedback / continuous improvement • Action tracker – including action status to address shortfalls in KPI metrics 	Core Delivery Manager and Programme Director
Monthly Review Minutes	Five (5) Business Days following the Monthly Project Review	<ul style="list-style-type: none"> • Minutes and Actions Tracker update including attendees 	Core Delivery Manager
Learning from Experience (LfE) Report	Initially three (3) months from the Effective Date of Contract and then Annually and once following Contract Exit	<ul style="list-style-type: none"> • Project Successes • Project Failures • Failure Rectification Actions Taken • Preventative and Improvement Actions Taken 	Core Delivery Manager and Programme Director

PROGRESS MEETING FREQUENCY

Meeting Title	Purpose	Frequency	Location	Supplier Role	MOD Lead
Monthly Project and Commercial Performance Review (Operational Board)	Overview of Monthly progress against Milestones and KPI's and resolution of escalation issues	Monthly (with the first meeting taking place one (1) months from the Effective Date)	Corsham or via Teams (As confirmed by the Buyer)	Lead	Programme Director
Joint Monthly Joint Supplier Programme Review	Joint Supplier progress review against overarching programme Milestones and behavioural and cultural KPI evaluation	Monthly (with the first meeting taking place three (3) months from the Effective Date)	Corsham or via Teams (As confirmed by the Buyer)	Joint Lead with other programme Suppliers	Programme Director
Weekly Stand-ups	Update on programme performance, Milestones, KPI's, and issues/ blockers	Weekly (with the first meeting taking place two (2) weeks from the Effective Date)	Corsham or via Teams (As confirmed by the Buyer)	Lead	Core Delivery Manager

KEY STAFF

Supplier Key Staff

[REDACTED]

Buyer Key Staff

Programme Manager

[REDACTED]

Contract Manager

[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information is set out in 003 - Development Team C
Guidance Appendix B_DEFFORM 539a – OSC

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Model Version: v1.0

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

In accordance with Joint Schedule 3 (Insurance Requirements), the Supplier is required to hold the following Additional Insurances ("Additional Insurances"):

1.1 Additional professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than four million pounds (£4,000,000);



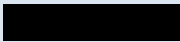
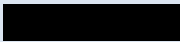




GUARANTEE

NOT USED

SOCIAL VALUE COMMITMENT

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

CONTRACT SIGNATURES

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

APPENDIX 1 – BUYER’S ENVIRONMENTAL POLICY

The Buyers Environmental Policy shall be in accordance with the Appended Document “013-20190625-EMS Corsham Site June 2019-O

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APPENDIX 2 – SECURITY ASPECTS LETTER

The Security Aspects letter shall be in accordance with the Appended Document
“009 - ITT Security Aspects Letter (SAL) - Development Team”