

# Digital Outcomes and Specialists 5 (RM1043.7/CCT 999)

### Framework Schedule 6 (Order Form) Amendment 1

Version 2

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# Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

#### **Order Form**

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: RM1043/CCT999

Call-Off Title: SECURITY ASSURANCE RESOURCE TO BASE SERVICES (MODNET BASE/IUS/EVOLVE) UK AND OVERSEAS PROGRAMMES

#### Call-Off Contract Description:

Provision of Security Assurance resource's to Base services (Modnet Base/IUS & Evolve) for both uk and overseas programmes, for 4-months from 7th June 2021 – 7<sup>th</sup> October 2021. The Supplier will work with our teams, delivering the clear SOW outcomes across the services

The Buyer: Defence Digital, Ministry of Defence, Professional Services

**Buyer Address:** 

MOD Corsham

Westwells Road

Corsham Wiltshire

**SN13 9NR** 

The Supplier:

People Source Consulting Limited

1 Georges Square,

Bristol,

**BS1 6BA** 

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 7th June 2021 issue 1.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

#### Call-Off Lot

DOS Digital Outcomes Lot 1 from Framework Schedule 1 (Specification)

#### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) NOT USED
    - o Joint Schedule 7 (Financial Difficulties) NOT USED
    - Joint Schedule 8 (Guarantee) NOT USED
    - o Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
    - Joint Schedule 12 (Supply Chain Visibility) NOT USED

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) NOT USED
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) NOT USED
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking) NOT USED
  - Call-Off Schedule 17 (MOD Terms)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 19 (Scottish Law) NOT USED
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-off Schedule 21 (Northern Ireland Law) NOT USED
  - Call-Off Schedule 25 (Ethical Walls Agreement) NOT USED
  - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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 Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### **Call-Off Special Terms**

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

o DEFCON 658 (Edn 10/17) – Cyber

The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Reference RAR-JECW237F

- o DEFCON 659A (Edn 02/17) Security Measures Conditions
- o DEFCON 660 (Edn 12/15) -Official-Sensitive Security Requirements
- o DEFCON 531 (Edn 11/14) Disclosure of Information

## o AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the DOS 5 Call Off Contract and for the avoidance of doubt, award of the DOS 5 Call Off Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Call-Off Start Date: 7th June 2021 Call-Off Expiry Date: 7th October 2021

Call-Off Initial Period: 4 x Months

Call-Off Optional Extension Period: 2 x 6 Month(s)
Minimum Notice Period for Extensions: 2 x Month
Call-Off Contract Value: £579.791.97 Ex VAT

#### **Call-Off Deliverables**

**Option A:** Technical Services

Initial Contract Period 4 Months Firm Price from 7th June to 7<sup>th</sup> October 2021 @ £579,791.97 / Lot

#### **Buyer's Standards**

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

Valid SC clearance must be in place prior to the contract starting and be valid for the whole performance of the contract.

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

#### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The annual total liability of either Party for all Property Defaults will not exceed

The annual total liability for Buyer Data Defaults will not exceed of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

The annual total liability for all other Defaults will not exceed the greater of or of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).

#### **Call-Off Charges**

Fixed Price

#### **Reimbursable Expenses**

NOT APPLICABLE.

#### **Payment Method**

The payment method for this Call-Off Contract is by electronic transfer and prior to submitting any claims for payment the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Buyer's Invoice Address
Name:
Role:
Phone:
Email address:
Address:
Buyer's Authorised Representative
Name:
Role:
Phone:
Email address:
Address:
Supplier's Authorised Representative
Name:
Role:
Phone:
Email:
Address:
Supplier's Contract Manager As above
Progress Report Frequency Refer to the Statement of work, deliverables and acceptance criteria referenced below

#### **Key Staff**

NOT USED

#### **Key Subcontractor(s)**

N/A

#### **Commercially Sensitive Information**

- 1 DEFCON 660 (Edn 12/15) –Official-Sensitive Security Requirements
- 2 **DEFCON 531 (Edn 11/14) Disclosure of Information**
- 3 DEFFORM 94 Confidentiality Agreement

#### **Balanced Scorecard NOT USED**

#### **Material KPIs NOT USED**

#### **Material KPIs**

**NOT USED** 

#### **Additional Insurances**

NOT USED

#### Guarantee

**NOT USED** 

#### **Social Value Commitment**

NOT USED

#### **Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

#### For and on behalf of the Supplier:

Signature:

Name: Role:

Date:

#### For and on behalf of the Buyer:

Signature:

Name:
Role:
Date:

#### Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

#### TECHNICAL SUPPORT TASKS, DELIVERABLES AND ACCEPTANCE CRITERIA

1. MODNET Base workstreams requiring security assurance support are:

#### MODNET Base 'Official', 'Overseas' and 'Secret' Overseas including:

- Security Assurance and Accreditation issues
- Security Case
- Assurance for Service Continuity Capability
- Management Information/Analysis of Security Information
- Security Aspects of user identities and accounts
- Model Office
- Live Service Security Working Group (SWG)
- Local Cloud Solution (LCS)
- Code of Connectivity's (CoCo's)
- Programme SWG
- Stakeholder engagement

#### Win10 'Official' and Win10 "Secret" including:

- Win10 configuration and Deployment
- Win10 native tool use to control applications and interfaces
- Windows Defender ATP
- Identity and authentication including Windows Hello and Bitlocker configuration
- Application containerisation
- Evergreening processes and roadmap
- Security management information
- Security Case
- Stakeholder engagement

#### WorkPlace, Foundation Services and Win10 Future Evergreen including:

- Future Evergreen Strategy (Incl. Apps, O365 and Win10)
- Issue resolution (Policy Vs Project delivery)
- Security, assurance and accreditation documentation as required to meet accreditation and JSP604 compliance.
- RMADS, Accreditation Evidence Sets, Security Cases, SyOps and all relevant associated Policies.
- Accrediting cloud solutions for Defence use.
- Microsoft tooling and integration
- TRA/Risk Balance Case development
- Stakeholder engagement

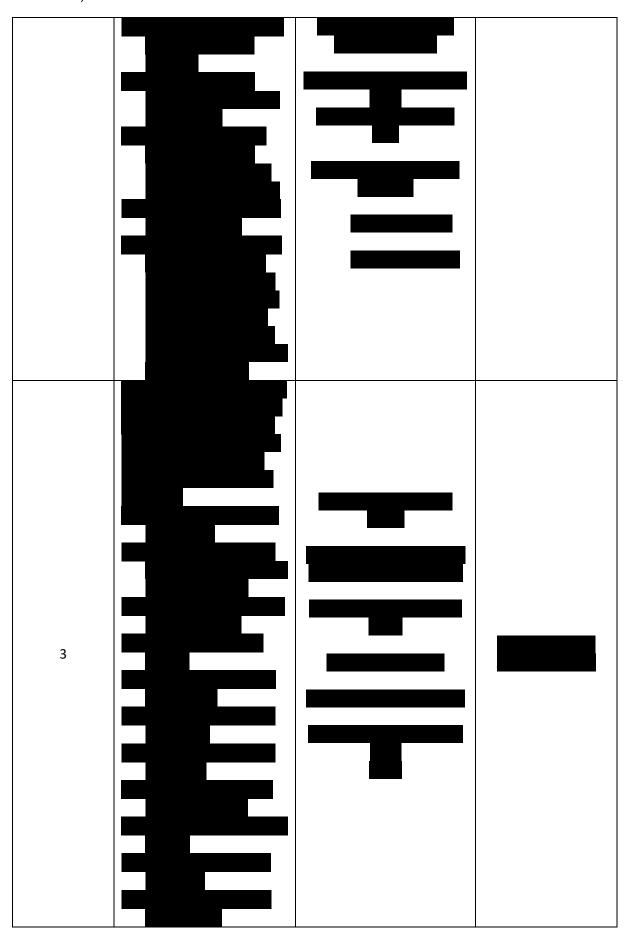
#### M365 (Incl. Evergreening) & DEFNET including:

- Security Case
- Offshoring RBC
- Enablement M365 security features
- M365 Evergreening
- Tenant Access
- Project documentation reviews and Accreditation support
- Stakeholder engagement

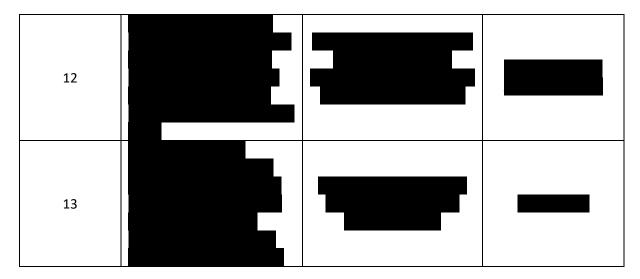
**Security Information Risk Governance** (NB: For this specific role we would like an individual who has previous experience of working in an information security role (preferably within the Defence sector), holds a DV Security clearance and either CISSP / CISM / CISA)

- Provide Security and Information Risk advice and guidance to the Security Governance Team
- Develop, deliver and maintain the Programme Accreditation or Assurance approach template in line with current accreditation guidance / existing Information Security Assurance Management Plan (ISAMP)
- Develop, deliver and maintain the Programme Information Security Risk Management processes and procedures in accordance with NIST 800-30 ensuring all projects use a standardised risk assessment and risk management methodology
- Assist the Programme with the transition from ISO27001 to NIST 800-53 controls in line with Defence Digital Architecture and Design review of JSP604
- Assist in the triage of new activities to ensure that all relevant information is received and that assurance activities are assigned to the appropriate project or SAC
- Establish and act as Chair at the Programme Information Security Risk Review meeting on an a quarterly basis to ensure that a coherent understanding of programme risk is maintained.
  - o Produce a quarterly review of risks for Programme and CyDR review.
- Peer review all security documentation prior to submission for approval, this includes risk reports, security and assurance cases, Risk Management and Accreditation Document Sets (RMADS)
- 2. The MODNET Base responsibilities and deliverables are detailed below:

Task Number	Activity to be undertaken by supplier	Deliverables	Deliverables Date
1			
2			







3. Integrated User Services workstreams requiring security assurance support are:

#### Fixed Voice 'Official' including:

- Secure and Maintain accreditation of all IUS services
- Early identification of risks/issues which could impact the accreditation status.
- Develop security cases, when required.
- Internet Protocol Telephony (IPT), Time Division Multiplex (TDM) and Skype for Business (S4B) services
- Operator Assistance Service (OAS)
- Automatic Call Distribution (ACD)
- Boundary Protection and Gateway Services
- Encryption Service
- Audio Conferencing
- Automated Attendant Services
- Integration with New Style of IT (MODNET Base) MSLync2013
- Service Continuity Capability
- Boundary Protection Service (BPS)
- Service Continuity Plan (SCP)
- Germany
- Private Virtual Meeting Room (PVMR)
- Managed Agent Service
- Virtual Desktop Infrastructure
- Provide guidance and support to the development of a strategic outline proposal for

#### **IUS Future**

- Assess Non-Standard Service Requests (NSSRs) for Accreditation status impact and if required provide security compliance assessment and accreditation
- Maintain the Security Threat Assessment

#### Fixed Voice 'Secret' including:

- Secure and Maintain Accreditation of all IUS services
- Early identification of risks/issues which could impact the accreditation status.
- Develop Security Cases, when required.
- IPT and TDM services
- OAS

- Boundary Protection and Gateway Services
- Encryption Service
- Audio Conferencing
- Secret Information Exchange
- Provide guidance and support to the development of a strategic outline proposal for IUS Future

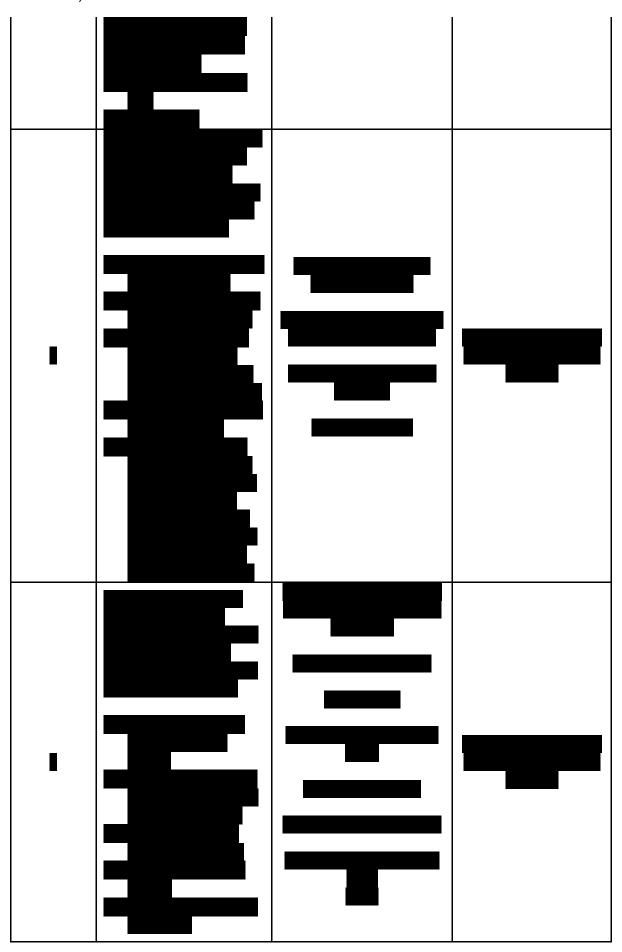
#### **Conferencing Service, including:**

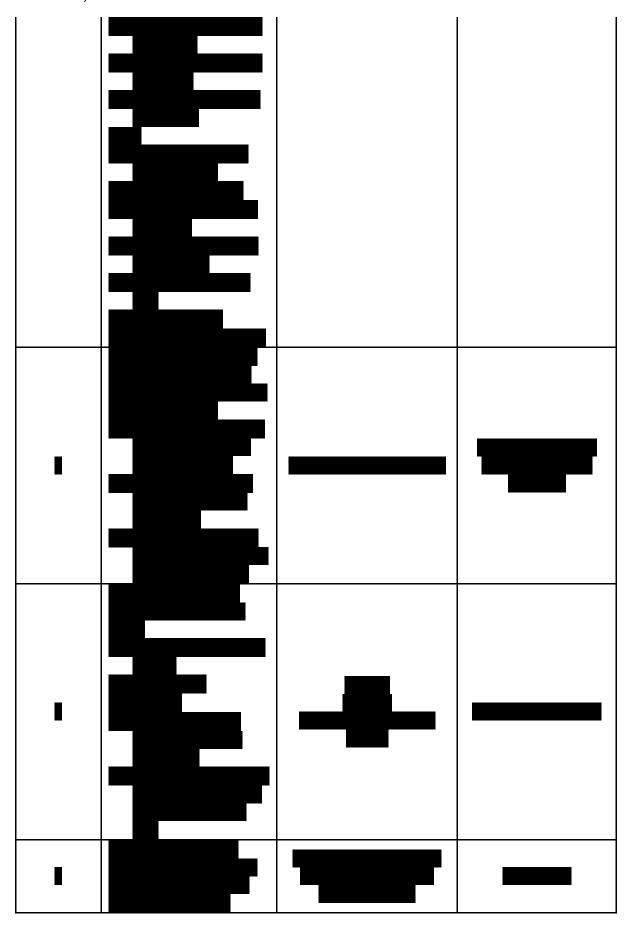
- Secure and Maintain accreditation of all IUS services
- Early identification of risks/issues which could impact the accreditation status.
- Develop security cases, when required.
- Video Conferencing (Official and Secret)
- Conferencing management systems
- Gateways
- Integration in Deployed and Maritime environments
- Provide guidance and support to the development of a strategic outline proposal for IUS Future

#### **Mobility Voice Services including:**

- Maintain accreditation of all IUS services
- Early identification of risks/issues which could impact the accreditation status.
- Develop security cases, when required.
- Maintaining security of the Mobile Voice and Data Services (MVDS) core service
- Completing accreditation of the Full service and through-life management
- Completing MVDS BPS accreditation and through life management
- Securing Mobile Application Management/Bring Your Own Device (BYOD) depending on Mobile Strategy outcome
- Prepare for transition from Blackberry UEM to AirWatch Workspace One depending on Mobile Strategy outcome
- Assisting the FV/wider IUS SAC team
- Provide guidance and support to the development of a strategic outline proposal for IUS
   Future
- Assess Non-Standard Service Requests (NSSRs) for accreditation status impact and if required provide security compliance assessment and accreditation
- Maintain the Security Threat Assessment
- Implementation of Mobile Threat Defence
- Implementation of new Mobility Apps process and Through Life Management
- 4. The IUS responsibilities and deliverables are detailed in the table below:

Task Num- ber	Activity to be undertaken by supplier	Deliverables	Deliverables Date

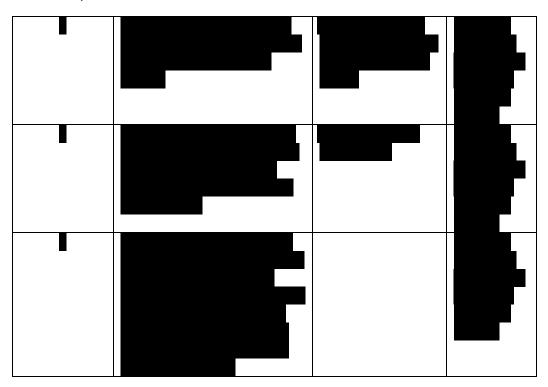












Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Contract, unless otherwise agreed by the Parties in writing.
Date of SOW:
SOW Title:
SOW Reference:
Call-Off Contract Reference:
Buyer:
Supplier:
SOW Start Date:
SOW End Date:
Duration of SOW:
Key Personnel (Buyer):
Key Personnel (Supplier):
Subcontractors:
NOT USED

- Call-Off Contract Specification Deliverables Context
   SOW Deliverables Background: See below
- 2 Buyer Requirements See below

SOW Deliverables NOT USED

#### **Delivery Plan:**

**NOT USED** 

#### **Dependencies:**

Laptops and MODNET accounts

#### **Supplier Resource Plan:**

**NOT USED** 

#### **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

The level of clearance for this requirement is: SC

#### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

#### **SOW Standards:**

**NOT USED** 

#### **Performance Management:**

**NOT USED** 

#### **Additional Requirements:**

**NOT USED** 

#### **Key Supplier Staff:**

**NOT USED** 

#### **SOW Reporting Requirements:**

**NOT USED** 

#### **Charges**

#### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

• Firm Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is £579,791.67 / Lot

#### **Signatures and Approvals**

#### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

#### For and on behalf of the Supplier

Name:		
Title:		
For an	d on behalf of	the Buyer

Name: Title:

#### Annex 1

NOT USED

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor
	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:
	[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]
	The Supplier is Controller and the Relevant Authority is Processor
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:
	[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	Business contact details of Supplier Personnel for which the Supplier is the Controller,
	Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which

	the Relevant Authority is the Controller,
	• [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]
	[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes.
	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete	[Describe how long the data will be retained for, how it be returned or destroyed]
UNLESS requirement under Union or Member State law to preserve that type of data	