# **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: 713256450

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: **REDACTED**

DUNS NUMBER: REDACTED

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15/11/2024.

It’s issued under the Framework Contract with the reference number RM6187 for the provision of an MFA Development Team.

### CALL-OFF LOT(S):

Not applicable

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

* + Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

### Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 7 (Key Supplier Staff)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Supplier Operational Statement of Resilience provided as agreed with the Buyer. See file: DCPP Supplier Assurance Questionnaire (SAQ) rar 729294939
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 10 (Exit Management) – As amended by this Order Form which sets out the agreed scope of the exit services and charges applicable
	+ Call-Off Schedule 13 (Implementation Plan and Testing) – As amended by this Order Form which sets out implementation and testing plans for delivery
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 16 (Benchmarking)
	+ Call-Off Schedule 17 (MOD Terms)
	+ Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory

Supplier terms are not 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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is:

 (i) specified in this Contract or

(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.

Special Term 2 - 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.

Special Term 3 - Quality Plans – No Deliverable Quality Plan is required, reference DEFCON 602B Edn. 12/06.

Special Term 4 - Concessions – Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.

Special Term 5 - 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 6 - 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 7 - 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.

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

Special Term 8: Cyber Security – In compliance with DEFCON 658, the Risk Profile for this contract has been assessed as “N/A”. The Risk Assessment Reference is: 241108A10.

Special Term 9: 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 9 shall amend the Supplier’s Liability Maximum to REDACTED for the term of the contract.

Special Term 10: Assumptions and Dependencies – the Supplier's performance is dependent upon the Buyer meeting the following obligations, any failure to meet these obligations would result in an authority cause (in line with core term 5). See Appendix A for a list of the Assumptions and Dependencies.

Special Term 11: Risks Associated with Delivery – this delivery introduces further additional risk as detailed in Appendix B. Risk will be managed through RAID review sessions (workstream and programme), documenting, reporting and tracking. If any of the dependencies lead to a risk to the delivery or the timelines for delivery, or there is a material change requested to the Plan and/or assumptions, the Supplier will: highlight any significant risks to the Buyer project sponsor; seek to mitigate the risk and, if necessary, propose a mitigation plan to the Buyer for approval. Where the Supplier cannot mitigate the risk, the Supplier will detail the impact of the risk and seek approval of the assessment and any associated mitigations that may include amendments to this contract.

**Call-off start date:**  2nd December 2024

**Call-off expiry date:**  31st March 2025

**Call-off initial period:**  4 Months

### Call-Off Optional Extension Period: 1 month + 1 Month (Subject to Authority Approvals)

### Call-off deliverables:

Below are listed the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract:

Please refer to SOR

**Delivery Plan**

The MFA deliverable will be delivered according to the following delivery plan (subject to dependencies being met.) This plan may also change to adapt to Supplier (TLB) interactions and dependencies. Where required this will be managed through variation notes.

REDACTED SUPPLIER SENSITIVE INFORMATION

### Security

Part A (Short Form Security Requirements).

Short form security requirements apply and we shall adhere to the SAL specified by the programme.

### 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 9.

### Call-off Charges

1176.8 days will be utilised on this Contract and are split as shown in the table below.

|  |  |  |
| --- | --- | --- |
| **Item** | **Days** | **FTE** |
| 1 – MFA implementation | 414.8 | 12 people in varying roles not all full time |
| 2 – Service Support | 508 | 8 all full time |
| 3 – SSO blueprint | 190 | 3 plus support from the MFA implementation and service support teams |
| 4.1 – Handover  | 64 | From the teams delivering 1, 2 and 3 |
| 4.2 – Lessons Learned  |

The agreed blended day rate in relation to the days set out above is REDACTED and (assuming there are no variations or delays related to dependencies) the total contract value is REDACTED Ex VAT (Firm Price).

REDACTED SUPPLIER SENSITIVE INFORMATION

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law
* Benchmarking using Call-Off Schedule 16 (Benchmarking)

### 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

Invoices must be issued via CP&F

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**Buyer’s authorised representative**

REDACTED GDPR

DD Crypto and Defensive Cyber Commercial

Building 405, Westwells Road

Corsham

Wiltshire

United Kingdom

SN13 9NR

REDACTED GDPR

### Buyer’s security policy

Appended at Appendix 1 to this Schedule 6 Order Form

### Supplier’s authorised representative

REDACTED GDPR

Partner

REDACTED GDPR

15 Canada Square, London, E14 5GL

### Supplier’s contract manager

REDACTED GDPR

Director

REDACTD GDPR

15 Canada Square, London, E14 5GL

**Supplier’s Data Protection Officer**

REDACTED GDPR

UK Data Protection Officer

REDACTED GDPR

15 Canada Square, London, E14 5GL

### Progress report frequency

|  |  |  |  |
| --- | --- | --- | --- |
| Report  | Frequency  | Contents  | Format  |
| Programme Status and progress report  | Weekly  | As agreed between the Parties  | Electronic readable format (Word or PDF)  |
| KPI Performance Report  | Monthly  | As agreed between the Parties  | Electronic readable format (Word or PDF)  |

### Progress meeting frequency

|  |  |  |  |
| --- | --- | --- | --- |
| Meeting  | Frequency  | Lead  | Location  |
| Phase Checkpoint Review  | As agreed between the Parties but no later than two weeks prior to phase delivery  | Supplier  | Corsham (or via Teams)  |
| Delivery and Performance Review Meetings (DRMs)/ Operational Board  | Monthly  | Authority  | Corsham (or via Teams)  |
| Change Advisory Board (CAB)  | Monthly (or Ad Hoc as required)  | Authority  | Corsham (or via Teams)  |
| Contract Performance Review  | Monthly (or Ad Hoc as required)  | Authority  | Corsham (or via Teams)  |

**Key staff**

REDACTED GDPR

Engagement Leader

REDACTED GDPR

15 Canada Square, London, E14 5GL

REDACTED GDPR

Engagement Manager

REDACTED GDPR

15 Canada Square, London, E14 5GL

REDACTED GDPR

Delivery Manager

REDACTED GDPR

15 Canada Square, London, E14 5GL

### Key subcontractor(s)

No Sub-contractors have been identified for the delivery of this SOW.

### Commercially sensitive information

Contract Pricing and preceding Commercial email correspondence relating to the contract.

### Service credits

Please refer to Call-Off Schedule 14 (Service Levels)

### Additional insurances

Not applicable

### Guarantee

Not applicable

### Buyer’s environmental and social value policy

Appended at APPENDIX 2 to this Schedule 6 Order Form.

### Social value(SV) commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Joint Schedule 5 (Corporate Social Responsibility). The proposed activities are described below. The Supplier will work with the Buyer’s SV lead to ensure that these activities align with the Buyer’s objectives and if necessary mutually agree alternative approaches.

**Social Value #1 – Fighting climate change MAC4.2. - Mitigating climate change: working towards Net Zero: SV1: Total CO2e generated from travel / offset**

On this contract, we will implement a Sustainable Travel Policy reducing un-necessary travel and, where travel is required, using public transport or car-pooling to reduce CO2e. We will measure and report quarterly on CO2e generated by our travel using our Carbon Traveller Dashboard and use these metrics to improve our performance. We will offset CO2e from travel in a UK based carbon reduction programme. This will influence our staff and suppliers’ staff behaviours by demonstrating how significant positive impacts can be achieved with minimal inconvenience.

**Social Value #2 – Supporting community led initiatives addressing poverty and hunger – MAC 8.1: SV2: Number of people hours spent supporting local community-led initiatives**

During the period of the contract we will work with the Supplier and local charity organisations to raise awareness of how we can make better use of our food resources by joining the dots between surplus food and hunger to tackle food waste and fight food poverty. This will extend our Circular Thinking (MAC 4.2) approach delivered in November 2024 and apply the principles directly to the local community.

We will seek to use our National Charity, FareShare, or your equivalent chosen charity, presenting on this topic at one of your CES Team events and supporting the local distribution centre with a team of staff drawn from both organisations for two volunteering sessions at their local distribution centre in Bristol.

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

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

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

Signature:

Name: REDACTED GDPR

Role: Partner

Date: 26th November 2024

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

Signature:

Name: REDACTED GDPR

Role: REDATCED GDPR

Date: 26th November 2024

**Appendix A: Assumptions and Dependencies**

In accordance with Call Off Special Terms 10, see below the list of assumptions and dependencies. In addition to these listed, the existing RAID log will also be used.

* The Supplier is dependent upon the Buyer providing proposed and currently engaged staff with timely access to the Buyer’s tools and systems (through allocation of accounts, hardware i.e. laptops and access of appropriate resources (e.g. Remedy) and that all relevant Supplier software required for delivery carries appropriate licencing for the purpose of such delivery.
* The Supplier is dependent on a BAU team(s) being identified for full handover to take place at the end of this contract period. This BAU team must be identified and committed by Friday 28th February 2025. If this is not met, then the Buyer will need to accept that the service will not be supported beyond the end of this contract period. Else, the Buyer will be required to extend the Supplier further to cover this gap.
* The Supplier is dependent upon all dependencies for the MFA implementation being met. If this is not met, then the MFA implementation may be delayed, or additional risk may need to be accepted by the Buyer to enable rollout to continue regardless of dependencies not being met.
	+ Yubikey stock and distribution
	+ ID&V live and running without issues
	+ JML processes agreed
	+ FLC and TLB engagement, support and training complete
	+ M365 and OSM support
	+ All approval boards passed
	+ And any others identified in the programme-owned decision checklists used by the delivery team.
* The Supplier is dependent on OSM and M365 as well as other existing support functions to continue to deliver their support roles throughout the duration of the extension and into BAU as required at the extension close. If this is not met, then the Supplier will be unable to meet these gaps. Therefore, the support wrap would fail for MFA.
* The Supplier is dependent upon timely decision making by the Buyer and its decision makers. If this is not met, then progress may be significantly delayed/hindered through lack of decision making.
* The Supplier is dependent upon the ID&V service wrap and support being delivered by the agreed support team (as outlined in the ID&V Service Design). If this dependency is not met, then either ID&V will be unsupported for those for whom it has been rolled out to, or additional resources and scope would be required by the Supplier to fill this gap.
* The Supplier is dependent on a suitable Programme Manager remaining in post for the duration of the extension. This Programme Manager must be suitably familiar with the programme and ways of working. If this is not met, then the Supplier will need to onboard a Programme Manager resource to fill this gap. This would be at an additional cost to the Buyer.
* The Supplier is dependent upon support and timely cooperation of the NetIQ team to achieve any agreed outputs within the agreed timelines in order to be able to deliver any of the NetIQ-dependent work. If this dependency is not met, then the Supplier may be unable to fulfil this activity and therefore may need to issue a variation note to amend the scope.
* It is assumed that any surges required by third parties to accommodate the intensity of rollout are funded, facilitated and managed by the Buyer. If this is not true, then the Buyer must either accept the risk of rolling out without necessary surges or must accept the reduction in rollout pace for MFA (which may result in the full achievable population not being met by the end of this contract.
* There is an assumption that over the Christmas holiday period (23/12/2024 – 03/01/2025) the majority of the team would stand down for approximately two weeks. During this period, it is estimated that only two support resources plus senior support cover will be required on call each day throughout the duration of this period, and that these resources will not be expected to work beyond the standard working hours assumed for this contract (Monday to Friday, 0900 – 1700 and excluding UK Public Holidays where no staff will be available). If this is not true, then additional resource may be required, which may incur additional cost.
* It is assumed that no additional development work will be required on the MFA solution during this time. If this is not true, then either the supplier may raise an additional variation note to accommodate the increased scope, or the M365 / existing MOD teams will be required to execute the additional scope.
* It is assumed that there will be no significant or extensive testing activity or requirements activity required during this time, other than those required as part of the SSO workstream. If this is not true, then either the Supplier may chose to raise an additional variation note to accommodate the increased scope, or the M365 / existing MOD teams will be required to execute the additional scope.
* It is assumed that the DIfD Programme PMO will remain in place for the duration of this variation. If this is not true, then the Dev Team 1 PMO may be ineffective, or additional PMO resource may need to be onboarded to perform activities that are necessary to enable the programme to continue.
* It is assumed that a suitable team will have been identified and onboarded prior to the end of the variation to enable the Supplier to hand over the scope of work. If this is not true, then the Supplier may be required to extend further to ensure there is not a gap. Else, if this does not take place, then there will be a gap in support for MFA and there would not be an effective handover.
* It is assumed that the Buyer will have end to end accountability for Programme Management.
* It is assumed that the Buyer will maintain responsibility for coordinating and managing any third party Service Providers.
* It is assumed that, where appropriate, the Supplier will use technology to work remotely by default and implement a Sustainable Travel Policy for our people, travelling to the Buyer’s sites (identified and agreed at the time of contracting) only where required.
* It is assumed that the Buyer will retain the responsibility for establishing and maintaining an effective internal control and governance structure.
* It is assumed that the Supplier will not perform any management functions, nor make any decisions for the Buyer, and while the Contractor may provide advice, responsibility for all related decisions and their consequences are the Buyer's responsibility. The Buyer will appoint someone of management-level with the skill, knowledge, and experience necessary to be responsible for overseeing the Services provided, evaluating their adequacy, and monitoring ongoing activities.
* It is assumed that the Buyer’s service desk (OSM) will provide: Major Incident Management, Event Management of Availability, Problem Management, Change/Release Management, and a customer portal for ITSM reports.
* It is assumed that any delay caused by lack of office facilities or technology and network unavailability at the Buyer’s sites will be the responsibility of the Buyer, which may incur additional costs that the Supplier may seek to recover.

**Appendix B: Risks Associated With Delivery**

Per special term 11, see below the list of risks associated with delivery. In addition to these listed, the existing RAID log will also be used.

* There is a risk that a BAU team will not be in place by the end of this variation period. If this risk materialises, then the live MFA support will cease, and there will not be an effective handover. This risk will be monitored carefully through regular status reviews, and if it appears likely to materialise, then further extension of the support team could be sought.
* There is a risk that one or more TLBs may refuse to proceed within the achievable boundaries of the delivery timeline. Regular approval gates and planning reviews form a part of the Supplier and Buyer’s collective plan and will be maintained to accommodate change, which may impact the deliverable target population numbers.
* There is a risk that there is a service issue that cannot be dealt with by the support team due to external dependencies. Wider MFA support remains in place by both the OSM and M365 teams. In the event of a wide outage, M365 and OSM would be first responders, and the Dev Team 1 support teams would not be involved in any resolution effort.
* There is a risk that the other supporting teams (mainly OSM and M365) become overwhelmed by the pace of the MFA implementation and become unable to support the implementation. This would result in the MFA implementation either being paused, or slowing down, which could result in the MFA implementation not being achievable. Rollout planning will be conducted in collaboration with the M365 and OSM teams, and any adjustments in rollout pace will be approved by the Buyer’s leadership, who will be made aware of the impact of any such adjustments.
* There is a risk that the other supporting parties for implementation will not provide necessary pre-requisites in time to enable the MFA implementation. Regular management and tracking of dependencies and their impact on delivery timelines will be undertaken through the weekly RAID sessions, as well as contract performance reviews and ad-hoc escalations as required.