



**Crown
Commercial
Service**

CALL-OFF CONTRACT

Cyber Security Services 2 RM3764ii

PART A Order Form , Specific Terms and
PART B Schedules
PART C RM3764ii Standard (non-variable)Terms
(held online)

Buyer Ref:	CCZN18A22
Date sent to supplier:	08/01/2019
Purchase Order Number:	[REDACTED]

This agreement is between:

the “Buyer”

The Department for Transport

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

the “Supplier”

PwC LLC

[REDACTED]

[REDACTED]

[REDACTED]

Together the “Parties”

Service delivery contact details:

Buyer:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Telephone:	[REDACTED]
Supplier:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Telephone:	[REDACTED]

PART A – ORDER FORM

This Order Form is issued in accordance with the Framework Agreement Cyber Security Services 2-RM3764ii and the Buyers mini competition tender.

The Contract is made up of:

- **Part A** – The Order Form (an overview of the services to be provided throughout the lifetime of the agreement) and the Specific Terms (which are specific to this Contract)
- **Part B** – Schedules (the Buyers requirements, the winning suppliers bid and the agreed work to be carried out) and;
- **Part C** – Standard RM3764ii Call-Off Terms and Conditions (which are non-variable)

The Supplier agrees to supply cyber security services specified below on and subject to the terms of this Contract.

The Buyer will complete the Order Form prior to the Contract award.

Call-Off Contract term:

1. **Commencement Date:** 10/01/2019
2. **Length of Contract:** The contract will commence upon award and expire 31st March 2019. There will be no option to extend the contract.

Contract Charges and payment

3. **The method of payment for the Contract Charges (GPC or BACS):** BACS
4. **Invoice details**
 - 4.1. Where and how to send invoices: Mail
 - 4.2. Who to send invoices to:
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
 - 4.3. Invoice information required: e.g. PO, Project: Invoices MUST state a relevant Purchase Order Number
5. **Invoice Frequency**: On Completion of each Milestone.
6. **Contract Charges**: The breakdown of Roles and Rates is detailed below; these rates exclude VAT.

Lot bidding for <i>Dropdown selection</i>	Roles providing <i>Dropdown selection</i>	Day rate*	T&S	Total	No. Of people	No. of Days	Total cost
Lot 1 Certified Cyber Security Consultancy	Senior - Security and Information Risk Advisor (SIRA)	£ 1,600.00	£ 0.00	£ 1,600.00	1	4	£ 6,400.00
Lot 1 Certified Cyber Security Consultancy	Practitioner - Security and Information Risk Advisor (SIRA)	£ 1,253.00	£ 0.00	£ 1,253.00	1	15	£18,795.00
Lot 1 Certified Cyber Security Consultancy	Director Oversight	£ 1,700.00	£ 0.00	£ 1,700.00	1	2	£ 3,400.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,200.00	£ 0.00	£ 1,200.00	1	7	£ 8,400.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,100.00	£ 0.00	£ 1,100.00	1	16	£17,600.00
Lot 1 Certified Cyber Security Consultancy	Senior - IA Business Analyst	£ 1,400.00	£ 0.00	£ 1,400.00	1	3	£ 4,200.00
Lot 1 Certified Cyber Security Consultancy	Senior - IA Business Analyst	£ 1,550.00	£ 0.00	£ 1,550.00	1	2	£ 3,100.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,100.00	£ 0.00	£ 1,100.00	1	16	£17,600.00
						65	£79,495.00

Potential discount % to be applied	0.0%
Potential discount	£ -
Discounted estimated total cost	£79,495.00

Buyer contractual requirements:

7. **Services required: *** For the supply of Risk Assessment part of project ref: CCZN18A22.
Please note extent of the services exclude hardware devices and/or software products.
8. **Delivery Location(s)/Premises:** 
9. **Relevant convictions:** Not Applicable.
10. **Staff Vetting and Security Clearance:** The Suppliers staff must have successfully completed the staff vetting required or must confirm they are willing to undertake the Baseline Personnel Security Standard (BPSS) prior to commencing any work.
11. **Local health and safety procedures:** Not Applicable.
12. **Non-Disclosure requirements:** The Supplier is required to complete and return Annex A – Non Disclosure Agreement upon contract award.
13. **Exit Planning:** As per Clause 11 of Framework RM3764ii terms and conditions
14. **Security Requirements:** As per Clause 21 of Framework RM3764ii terms and conditions.
(including details of Security Policy and any additional Buyer security requirements) **
15. **Protection of Buyer Data:** As per Clause 21 of Framework RM3764ii terms and conditions
16. **Standards:** CESG Cyber Security Consultancy Standard
17. **Business Continuity and Disaster Recovery:** Please include details of any BCDR plan
18. **Insurance:** As per Clause 16 of the [framework agreement RM3764ii](#)
Liability Insurance – minimum level of cover £5,000,000

Professional Indemnity – minimum level of cover

£2,000,000

Additional and/or alternative clauses:

This section allows the Buyer to add supplemental requirements and additional terms to the Contract. These must be completed before the requirements are published.

19. Supplemental requirements in addition to the Call-Off Terms Not Applicable

20. Buyer Specific Amendments to the Call-Off Terms

The table below lists the editable terms from the [RM3764ii Standard Call-Off Terms](#).

The number of days, value or other elements of these terms may be increased to suit the Buyer's needs. They may not be decreased. When amending these terms, the Buyer must state whether it has been increased or not.

Clause	Heading	Minimum Contract term (cannot be reduced)
4	Warranties and Representations	Will remain ninety (90) Working days from the date the Buyer accepts the release of work.
18	Supplier Assistance at Retendering	Will remain ten (10) Working days
24	Force Majeure	Will remain fifteen (15) consecutive Calendar Days
19	Changes co Contract	Will remain five (5) Working Days
37	Dispute Resolution	Will remain that active efforts will be made to resolve within ten (10) working days
38	Liability	Will remain <ul style="list-style-type: none"> • direct loss or damage to property - £1,000,000 in each Contract Year in which the default occurred or is occurring • £500,000 or a sum equal to 200% depending on the liability damage/loss or impact
39	Termination Events Material Breach	Will remain fifteen (15) consecutive Calendar Days

Further information:

** Security Requirements Note:

If the Buyer requires work to be carried out at the OFFICIAL-Sensitive status or above, the Parties agree to complete a Security Aspect Letter to accompany the contract award.

The Buyer may choose to issue a specific Security Aspects Letter to determine the security of the work undertaken.

What is a security aspects letter?

Find out more: <https://www.gov.uk/guidance/defence-equipment-and-support-principal-security-advisor#frequently-asked-questions>

Winning Supplier's information:

21. Suppliers commercially sensitive information Not Applicable

22. Key Sub-Contractors Not Applicable

23. Contract Charges **£79,495.00 (EXCLUDING VAT)**

Lot bidding for <i>Dropdown selection</i>	Roles providing <i>Dropdown selection</i>	Day rate*	T&S	Total	No. Of people	No. of Days	Total cost
Lot 1 Certified Cyber Security Consultancy	Senior - Security and Information Risk Advisor (SIRA)	£ 1,600.00	£ 0.00	£ 1,600.00	1	4	£ 6,400.00
Lot 1 Certified Cyber Security Consultancy	Practitioner - Security and Information Risk Advisor (SIRA)	£ 1,253.00	£ 0.00	£ 1,253.00	1	15	£18,795.00
Lot 1 Certified Cyber Security Consultancy	Director Oversight	£ 1,700.00	£ 0.00	£ 1,700.00	1	2	£ 3,400.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,200.00	£ 0.00	£ 1,200.00	1	7	£ 8,400.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,100.00	£ 0.00	£ 1,100.00	1	16	£17,600.00
Lot 1 Certified Cyber Security Consultancy	Senior - IA Business Analyst	£ 1,400.00	£ 0.00	£ 1,400.00	1	3	£ 4,200.00
Lot 1 Certified Cyber Security Consultancy	Senior - IA Business Analyst	£ 1,550.00	£ 0.00	£ 1,550.00	1	2	£ 3,100.00
Lot 1 Certified Cyber Security Consultancy	IA Business Analyst	£ 1,100.00	£ 0.00	£ 1,100.00	1	16	£17,600.00
						65	£79,495.00
Potential discount % to be applied							0.0%
Potential discount							£ -
Discounted estimated total cost							£79,495.00

Stage	Activity	Role	Discounted Day Rate	Number of Days	Line Cost	Stage Total
Inception, works, and interim reporting	Phase 1. Identification of methods and tools	IA Business Analyst	£ 1,100.00	3	£ 3,300.00	£ 57,430.00
	Phase 1. Identification of use cases and associated standards	IA Business Analyst	£ 1,100.00	3	£ 3,300.00	
		Senior IA Business Analyst	£ 1,550.00	1	£ 1,550.00	
	Phase 1. Share draft findings	IA Business Analyst	£ 1,100.00	2	£ 2,200.00	
		IA Business Analyst	£ 1,200.00	1	£ 1,200.00	
	Phase 1. Finalise findings	IA Business Analyst	£ 1,100.00	1	£ 1,100.00	
		IA Business Analyst	£ 1,200.00	1	£ 1,200.00	
	Phase 2. Analysis of Phase 1 Observations	IA Business Analyst	£ 1,100.00	2	£ 2,200.00	
		Senior IA Business Analyst	£ 1,550.00	1	£ 1,550.00	
	Phase 2. Gap Assessment	Senior IA Business Analyst	£ 1,400.00	1	£ 1,400.00	
		Practitioner SIRA	£ 1,253.00	2	£ 2,506.00	
	Phase 2. Share Draft Findings	IA Business Analyst	£ 1,100.00	5	£ 5,500.00	
		Senior IA Business Analyst	£ 1,400.00	2	£ 2,800.00	
	Phase 2. Finalise Findings	Practitioner SIRA	£ 1,253.00	1	£ 1,253.00	
		IA Business Analyst	£ 1,100.00	1	£ 1,100.00	
	Phase 3. Applicability Assessment	Practitioner SIRA	£ 1,253.00	1	£ 1,253.00	
		IA Business Analyst	£ 1,100.00	1	£ 1,100.00	
	Phase 3. Maturity Assessment	IA Business Analyst	£ 1,100.00	2	£ 2,200.00	
		Practitioner SIRA	£ 1,253.00	2	£ 2,506.00	
	Phase 3. Impact, Limitations and Benefits Ass	IA Business Analyst	£ 1,100.00	3	£ 3,300.00	
IA Business Analyst		£ 1,100.00	3	£ 3,300.00		
Phase 3. Share Draft Findings	Practitioner SIRA	£ 1,253.00	2	£ 2,506.00		
	IA Business Analyst	£ 1,100.00	2	£ 2,200.00		
Phase 3. Finalise Findings	IA Business Analyst	£ 1,100.00	2	£ 2,200.00		
	IA Business Analyst	£ 1,100.00	1	£ 1,100.00		
Outcome	Collate Findings	Practitioner SIRA	£ 1,253.00	1	£ 1,253.00	£ 22,065.00
		IA Business Analyst	£ 1,200.00	1	£ 1,200.00	
	Produce draft report	Practitioner SIRA	£ 1,253.00	2	£ 2,506.00	
		IA Business Analyst	£ 1,200.00	2	£ 2,400.00	
	Internal Review of draft report	Senior SIRA	£ 1,600.00	2	£ 3,200.00	
		Practitioner SIRA	£ 1,253.00	1	£ 1,253.00	
		IA Business Analyst	£ 1,200.00	1	£ 1,200.00	
	Share draft report and Finalise report, worksh	Director Oversight	£ 1,700.00	2	£ 3,400.00	
		Senior SIRA	£ 1,600.00	2	£ 3,200.00	
		Practitioner SIRA	£ 1,253.00	1	£ 1,253.00	
		IA Business Analyst	£ 1,200.00	1	£ 1,200.00	
					Total Cost	£79,495.00

Acknowledgment:

- By signing and returning this Call-Off Contract the Supplier agrees to enter into agreement to supply Cyber Security Services to the Buyer as described in Cyber Security Services 2 RM3764ii.
- The Parties acknowledge and agree that they have read the Call-Off Contract and RM3764ii Standard Call-Off Terms and by signing below, agree to be bound by this Contract.
- The Parties acknowledge and agree that this Contract shall be formed when the Buyer acknowledges the receipt of the signed copy from the Supplier within two (2) Working Days. Ref: [RM3764ii Call-Off Procedure](#))
- The Contract outlines the deliverables and expectations of the Parties. Order Form outlines any terms and conditions amended within the Call-Off Contract. The terms and conditions of the Call-Off Order Form will supersede those of [RM3764ii Standard Terms](#).

SIGNED:

	Supplier:	Buyer:
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	[REDACTED]	[REDACTED]
	11/01/2019	18/01/2019

PART B – THE SCHEDULES

SCHEDULE 1 – SERVICES NEEDED

1. DEFINITIONS

Expression/Acronym	Definition
C-ITS	Cooperative Intelligent Transport System
ITS	Intelligent Transport System
OBU	On Board Unit
ETSI	European Telecommunications Standards Institute

2. SCOPE OF REQUIREMENT

2.1 The scope of this requirement extends to:

- The undertaking of works to:
 - 2.1..1 Identify possible methods or tools that can be used for the verification of the content of ITS-messages for the purposes of providing ITS services;
 - 2.1..2 Identify any previous work relevant to subject of assuring the accuracy of the content of C-ITS messages or equivalent messages;
 - 2.1..3 Provide an appraisal of the maturity of those methods, including any examples of where they have been used, and how easily they could be deployed within an ITS.

2.2 The scope of this requirement does not extend to:

- Building, Testing, or Implementation of Solutions;
- Investigation into how inaccurate, false or malicious messages may be generate;
- Investigation into the tolerance of C-ITS services to error in data.
 - 2.2..1 If the Supplier requires this information they shall use publically available sources, for instance <https://eip.its-platform.eu/activities/sa-41-determining-quality-european-its-sevices>, or they shall contact the Buyer to discuss acceptable tolerances for use within the study.

2.3 The study is to be paper based and should identify, via literature and other sources, possible methods that could be used to verify message validity.

2.4 The study should consider messages for both day 1 and day 1.5 use cases (reference <https://ec.europa.eu/transport/sites/transport/files/themes/its/doc/c-its-platform-final-report-january-2016.pdf>)

2.5 The study should focus on messages sent by vehicles and received by either roadside units or other vehicles.

2.6 The study should focus on C-ITS messages where the format of the message is defined within published standards (for example by ETSI). The Buyer will provide information on the format of any additional messages that they wish to be considered within the scope of the project.

2.7 The study should consider if there are any differences between messages sent by ITS-G5 (IEEE 802.11p) or cellular communications.

3. THE REQUIREMENT

3.1 Suppliers are asked to provide pricing for a project to meet the following specifications:

- The undertaking of works to:

- 3.1..1 Identify possible methods or tools that can be used for the verification of the content of ITS-messages for the purposes of providing ITS services;
 - 3.1..2 Identify any previous work relevant to subject of assuring the accuracy of the content of C-ITS messages or equivalent messages;
 - 3.1..3 Provide an appraisal of the maturity of those methods, including any examples of where they have been used, and how easily they could be deployed within an ITS.
- Within this the Supplier shall identify potential solutions to reduce risks relating to false positives, malicious messaging or inaccurate data for:
 - 3.1..1 Use on vehicles receiving C-ITS messages from other vehicles (V2V);
 - 3.1..2 Use at road side units receiving C-ITS messages from vehicles (I2V);
 - 3.1..3 Use at a government body, processing messages centrally from a number of road side units (I2V) that may have access to additional data sets.
 - The appraisal of the methods identified shall include:
 - 3.1..1 Where best solutions might be deployed within a C-ITS system;
 - 3.1..2 How solutions may vary by use case/service;
 - 3.1..3 The maturity of the method identified;
 - 3.1..4 The applicability of the method to C-ITS (pro's and con's);
 - 3.1..5 Any operational impact it may have, in particular with regards to delivery of the intended service and latency;
 - 3.1..6 An assessment of which methods may provide the best operational benefit.
- 3.2 The outcome of this project shall be a presentation, to be presented at the Buyer's location, interim report and final report to be delivered at specified points throughout the project.
- The interim report should give an overview of the work that will have taken place and address as many points as possible that the final report will include;
 - The presentation shall describe the work that has taken place and be provided at the end of the project.
- 3.3 Within the final report the Supplier shall include:
- The approach taken;
 - The C-ITS use cases/services considered within the appraisal;
 - Message formats for those use cases considered, with reference to any standards considered;
 - Possible methods/tools that may be used to validate messages for the use cases;
 - Any examples of where those methods/tools have been used;
 - An assessment of the maturity, applicability, and pros and cons of the methods/tools identified for use within a C-ITS setting;
 - An assessment of the likely operational impact of using the methods/tools identified on the provision of the C-ITS services considered;
 - Any areas where the study was not able to provide an assessment;
 - A recommendation on the tools/methods that might be most beneficial to pursue;
 - A list of relevant references for the tools and methods identified.

3.4 The project will commence upon contract award and must be completed by the end of March 2019.

3.5 To aid this project the The Buyer will provide:

- Information on relevant standards and use cases used in the UK A2M2 Connected Vehicle Corridor deployment of the technology;
- Responses for any queries regarding the expected tolerances for error within C-ITS messages.

4. KEY MILESTONES

4.1 The Supplier should note the following project milestones that the Buyer will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Inception meeting	Within week two (2) of Contract Award
2	Midpoint progress check and interim report delivery	Within week six (6) of Contract Award
3	Final report presentation	Within the final fortnight of Contract.

4.2

5. REPORTING

5.1 The Supplier shall provide 2 reports, an interim report and a final report, as outlined in Section 3 – The Requirements.

5.2 The interim report shall cover the work they have they have completed up to that point and the plans for the remainder of the project.

5.3 The final report will cover the entire project, including all results, analysis, recommendations and/ or next steps. The final report shall be accompanied by a presentation by the Supplier.

6. VOLUMES

6.1 The number and type of activities the Supplier needs to perform to enable them to perform the required assessments and provide a comprehensive report shall be proposed, justified and costed by the Supplier within their bid document.

6.2 There shall only be one investigation conducted as part of this contract.

7. CONTINUOUS IMPROVEMENT

7.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

7.2 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

8. QUALITY

8.1 Quality shall comply with those terms set out in this ITT and in line with the Terms and Conditions of RM3764ii Cyber Security Services 2 Standards and Quality.

8.2 Quality accreditation, such as ISO 9001, shall be demonstrated by way of assurance.

9. STAFF AND CUSTOMER SERVICE

9.1 The Buyer requires the Supplier to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

9.2 Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

9.3 The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

10. SERVICE LEVELS AND PERFORMANCE

10.1 The Buyer will measure the quality of the Supplier's delivery through assessment of their progress alongside the agreed milestones set out in paragraph

KPI/SLA	Service Area	KPI/SLA description	Target
1	Progress Report	Progress reports will be supplied to the DfT project manager by phone or email (to be confirmed). This will include a summary of progress against the delivery.	Fortnightly
2	Risk monitoring	The Supplier will raise any concerns about the possibility of failing to meet the overall deadline and lack of relevant information to meet the requirements. Key risks to be monitored should be identified and tracked to ensure the project delivers.	Within twenty four (24) hours
3	Communication	The Supplier shall acknowledge any communications from the contract/project manager within forty-eight (48) working hours	Within forty-eight (48) hours
4	Emergencies	If there is an urgent issue, the Supplier shall make the contact with the project manager within forty-eight (48) working hours.	Within forty-eight (48) hours

10.2 Where a supplier fails the KPIs the Buyer will, in the first instance, seek a mutually agreeable resolution with the supplier in line with the terms and conditions of the Framework.

11. SECURITY REQUIREMENTS

11.1 The Supplier must be able to handle and store classified material up to OFFICIAL level. The project report will be classified at OFFICIAL.

11.2 The Supplier will demonstrate the measures in place to keep this information secure.

- Classified information relating to this project should not be communicated electronically, except between the Supplier and DfT (and other parties approved by DfT) and then only using the methods below.
- The Supplier will ensure the security of the information in transit. Electronically this will involve using software (for example the Egress Switch system) to encrypt the files or other measures that offer an equivalent level of protection.
- Any passwords used to encrypt files should be complex and should be conveyed separately to the files themselves.
- Any electronic files should be stored on an IT system that has access controls that only allow approved personnel with a genuine 'need to know' to access them to read and copy. The IT system should be protected by an appropriate firewall.
- Once electronic files are no longer needed they should be deleted from the IT system in a way that makes recovery unlikely, either by overwriting the storage space or eventual

dilution and deterioration on a busy shared storage system. Once files have been deleted this should be communicated to the Buyer via email.

- Any electronic files or data should be stored within the UK.
- Paper copies (including drafts and notes) and any removable electronic storage must be locked away when not in use to prevent unauthorised access. Printed material should be marked OFFICIAL and numbered to ensure no copies are lost. Paper and printed material should be shredded when no longer needed.
- Access to all material generated by this project (not included source data unless supplied by the Buyer) must be on a limited and controlled basis, by persons approved by the Buyer.

11.3 Any personal information obtained under this contract must be controlled in compliance with the Data Protection Act.

11.4 Further information on security classification is available on the Cabinet Office website at the following addresses:

- <https://www.gov.uk/government/publications/hmg-personnel-security-controls>
- <https://www.gov.uk/government/publications/security-policy-framework>
- <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

12.1 All copyright, know-how and other property rights generated from this project remain the property of the Crown. The Supplier shall ensure that all documentation and wherever possible all computer media are clearly marked accordingly.

13. PAYMENT

13.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

13.2 Invoices to be submitted to the Buyer on completion of each agreed milestone.

13.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

13.4 Invoices MUST state a relevant Purchase Order Number and be sent to:

DfT Shared Services Centre
5 Sandringham Park
Swansea
SA7 0EA

13.5 The Buyer shall pay the Supplier within Thirty (30) calendar days of receipt of a valid invoice, paid against a valid Purchase Order issued by the Buyer; the method of payment will be by BACS.

14. ADDITIONAL INFORMATION

14.1 The Supplier shall agree not to publicise their involvement in this project without the express authorisation of the Buyer.

15. LOCATION

15.1 The location of the Services will be carried out at the Buyer's premises. The base location will be the Buyer's London office based at:



SCHEDULE 2 - HIGH LEVEL DELIVERY PLAN

5.1 – High Level Plan

[Redacted content]

[Redacted content]

[Redacted content]

[Redacted content]

SCHEDULE 3 - BUYER RESPONSIBILITIES

The Buyer will seek to provide relevant information (where available) that may support the project as requested by the supplier.

To aid this project the The Buyer will provide:

- Information on relevant standards and use cases used in the UK A2M2 Connected Vehicle Corridor deployment of the technology;
- Responses for any queries regarding the expected tolerances for error within C-ITS messages.

SCHEDULE 4 – NON-DISCLOSURE AGREEMENT

Please refer to Annex A – Non Disclosure Agreement.

SCHEDULE 5 – STATEMENT OF WORK (SoW)

This schedule outlines the work to be carried out within each delivery stage.

A new SoW needs to be created for each delivery package.

This is the order to the Supplier and is used to monitor and measure the delivery of the requirements. It is also used to cross reference invoicing against delivery.

The rights, obligations and details agreed and set out in each SoW, only apply to the Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Where applicable, the Buyer and the Supplier may also choose to add the following documents to complement this SoW:

- The initial Service Delivery Plan – developed for this SoW
- Addition documents to support the deliverables
- High level objectives for this SoW

Overview:

SoW start date:	21/012019
SoW Reference:	CCZN18A22
Buyer:	The Department for Transportation
Supplier:	PwC LLP
Sub-Contractors: <i>(list all sub-contractors)</i>	N/A
Overall Estimated Service Completion Date: <i>(the "Completion Date")</i>	31/03/2019
Duration of SoW <i>(How long the SoW will last – expressed as Working Days)</i>	The contract will commence upon contract award and expire 31 st March 2018.

Charging Mechanism(s) for this SoW: <i>(Capped/ Time and Materials/ Time and Materials/ Fixed Price/ Milestone deliverables)</i>	Milestones Deliverables
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Key Personnel:

The Parties agree that the Key Personnel in respect of the Service Delivery are detailed in the table below.

Table of Key Personnel:

Name	Role	Details
██████████	Senior - Security and Information Risk Advisor (SIRA)	██████████
██████████	Practitioner - Security and Information Risk Advisor (SIRA)	██████████
██████████	Director Oversight	██████████
██████████	IA Business Analyst	██████████
██████████	IA Business Analyst	██████████
██████████	Senior - IA Business Analyst	██████████
██████████	Senior - IA Business Analyst	██████████
██████████	IA Business Analyst	██████████

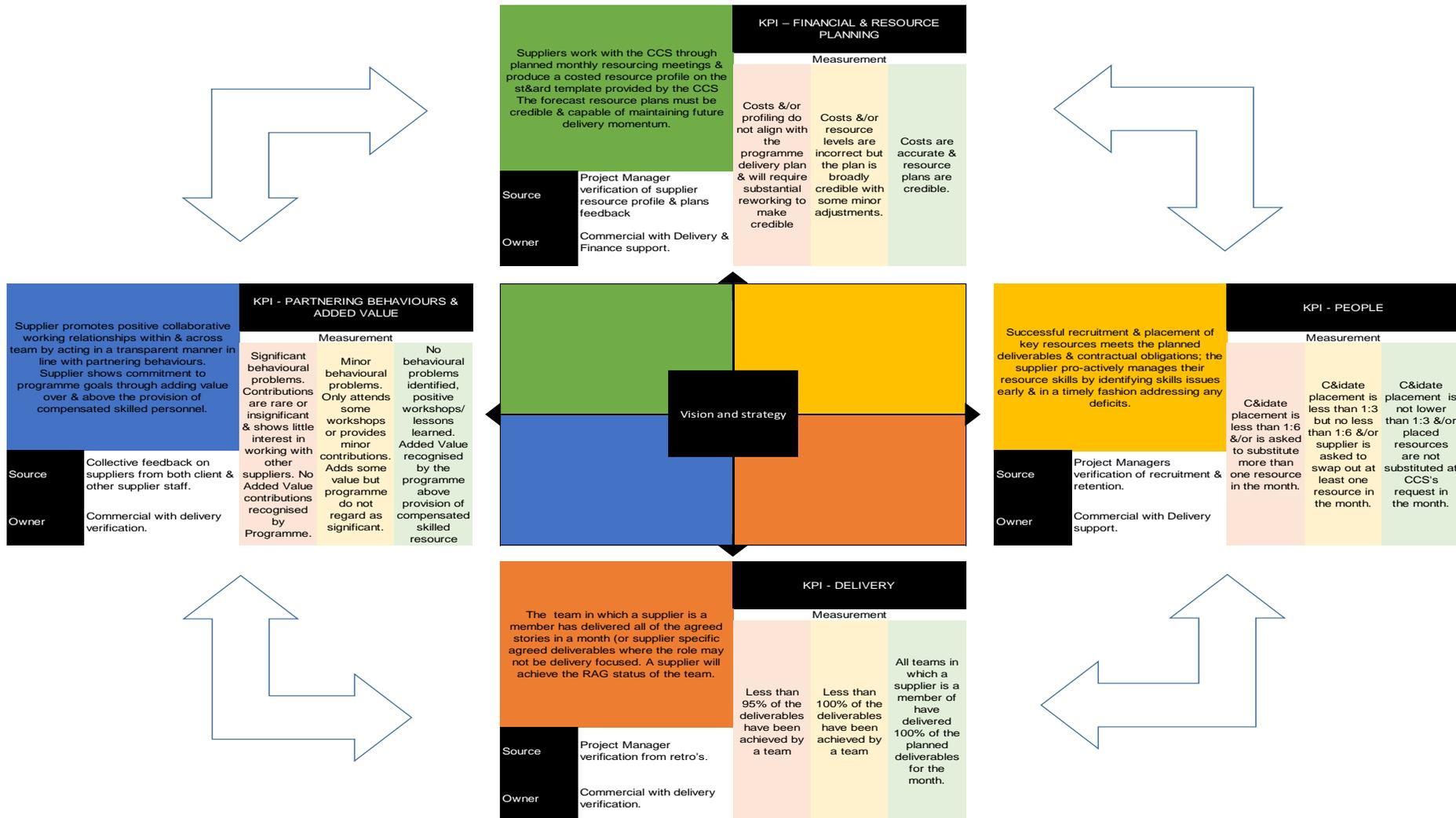
Milestone Deliverables:

Milestone Deliverables	Activity	Role	Number of Days
Inception, works, and interim reporting	Phase 1. Identification of methods and tools	IA Business Analyst	3
	Phase 1. Identification of use cases and associated standards	IA Business Analyst	3
		Senior IA Business Analyst	1
	Phase 1. Share draft findings	IA Business Analyst	2
		IA Business Analyst	1
	Phase 1. Finalise findings	IA Business Analyst	1
		IA Business Analyst	1
	Phase 2. Analysis of Phase 1 Observations	IA Business Analyst	2
		Senior IA Business Analyst	1
		Senior IA Business Analyst	1
	Phase 2. Gap Assessment	Practitioner SIRA	2
		IA Business Analyst	5
		Senior IA Business Analyst	2
	Phase 2. Share Draft Findings	Practitioner SIRA	1
		IA Business Analyst	1
Phase 2. Finalise Findings	Practitioner SIRA	1	
	IA Business Analyst	1	

	Phase 3. Applicability Assessment	IA Business Analyst	1
		IA Business Analyst	2
	Phase 3. Maturity Assessment	Practitioner SIRA	2
		IA Business Analyst	3
		IA Business Analyst	3
	Phase 3. Impact, Limitations and Benefits Assessment	Practitioner SIRA	2
		IA Business Analyst	2
		IA Business Analyst	1
	Phase 3. Share Draft Findings	Practitioner SIRA	1
		IA Business Analyst	1
Phase 3. Finalise Findings	Practitioner SIRA	1	
	IA Business Analyst	1	
Outcome	Collate Findings	Practitioner SIRA	1
		IA Business Analyst	1
	Produce draft report	Practitioner SIRA	2
		IA Business Analyst	2
	Internal Review of draft report	Senior SIRA	2
		Practitioner SIRA	1
		IA Business Analyst	1
	Share draft report and Finalise report, workshop & Close-out	Director Oversight	2
		Senior SIRA	2
		Practitioner SIRA	1
IA Business Analyst		1	

Balanced scorecard & KPIs:

In addition to the Supplier's performance management obligations set out in the framework agreement, the Buyer and the Supplier have agreed the following Balanced Scorecard & KPIs for this Release: (use this template and amend with your own measures in line with these headings) Copy of the below can be found [here](#)



Contract Charges:

The Maximum Price for this SoW is:£79,495.00 (excluding VAT)

The preferred charging mechanism for this SoW is: (*Please tick below*)

- CAPPED TIME AND MATERIALS (complete Time and Materials table)
- TIME AND MATERIALS (complete table below)
- FIXED PRICE (complete table below)
- MILESTONE DELIVERABLES

The detail behind each charging mechanism is found below.

Capped Time and Materials

- The maximum price the Supplier is entitled to charge the Buyer for Services delivered on a Capped Time and Materials basis (excluding VAT but including Expenses) is known as the Maximum Contract Charges.
- The Buyer must specify if the Maximum Price for this SoW and stipulate the Service Period. E.g. Maximum Price per Week, per Working Days etc.
- Capped Time and Materials shall be calculated on a daily basis at the respective time and material rates for each Supplier Staff for every day, or pro rata for every part of a day, that the Supplier Staff are actively performing the Services and in accordance with the relevant rates for such Supplier Staff as required to perform such Services.
- The Supplier acknowledges and agrees that it shall provide the Services in relation to this SoW within the Maximum Price set out above; and it shall continue at its own cost and expense to provide the Services, even where the price of Services delivered to the Buyer on a Capped Time and Materials basis has exceeded the Maximum Price.
- The Buyer shall have no obligation or liability to pay for the cost of any Services delivered in respect of this SoW after the Maximum Price has been exceeded.

Time and Materials (T&M)

- The T&M pricing structure shall apply:
 - ✓ for Services delivered (or as agreed otherwise by the Parties); and
 - ✓ for other aspects of the Services as may be agreed by the Parties.
- T&M shall be calculated:
 - on a daily basis at the respective T&M rates for each Supplier Staff, for every day,
 - or pro rata for every part of a day that the Supplier Staff are actively performing the Services
- The relevant rates for such Supplier Staff is set out in the table below.
- The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Contract Charges incurred.
- For the avoidance of doubt, no risks or contingencies shall be included in the Contract Charges in addition to the T&M.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required. A further SoW is required. The Maximum Contract Charges may not be exceeded without consent from the Buyer. Please refer to Contract Change Note.

Experience Level/ Day Rate/planned duration for this SoW							
Cyber Security Roles	Practioner Day Rate £	Planned Duration No. of Days	Senior Practioner Day Rate £	Planned Duration No. of Days	Lead Practioner Day Rate £	Planned Duration No. of Days	Total
Total value of this SoW:							
Estimated Contract Charge: <i>(23. of the Order Form)</i>							
Remainder of value under Estimated Contract Charge: <i>(23. of the Order Form minus All SoW total values)</i>							
Is there any risk to exceed Estimated Contract Charge: <i>Y/N & Comments below.</i>							Choose an item.
Comments:							

Fixed Price

- Where Services for this SoW are being delivered on a Fixed Price basis, the Contract Charges set out in the table below shall apply.
- The Parties acknowledge and agree that the following assumptions, representations shall apply in relation to the prices set out in the table below.
- Fixed Price Contract Charges (excluding VAT) shall be applied as follows:

Fixed Charge	Description	Service Period (or if Payment linked to Milestones then, Milestone Date)	Breakdown By Role and Duration

Milestone Deliverables

- Milestone Deliverable pricing shall be against the service delivery plan agreed by the Buyer and Supplier at the start of the SoW.
- The Supplier must complete the service Deliverable by the due date, which will be confirmed during the inception meeting.
- The Buyer will review the Deliverable against the agreed acceptance criteria to sign off acceptance
- Once the Buyer has accepted the Deliverable the Supplier can raise and send an invoice.

Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the RM3764ii Call-Off Contract terms and conditions set out herein:

Signed by an authorised signatory for and on behalf of the Buyer and the Supplier

SIGNED:

	Supplier:	Buyer:
Name:	[Redacted]	[Redacted]
Title:	[Redacted]	[Redacted]
Signature:	[Redacted] Select date	[Redacted] Select Data