**DPS Schedule 6 (Order Form Template and Order**

**Schedules)**

**Order Form**

|  |  |
| --- | --- |
| ORDER REFERENCE: | P\_842 |
| THE BUYER: | The Secretary of State for the Home Department |
| BUYER ADDRESS | 2 Marsham Street, London, SW1P 4DF |
| THE SUPPLIER: | KPMG |
| SUPPLIER ADDRESS: | 15 CANADA SQUARE LONDON  E14 5GL |
| REGISTRATION NUMBER: | REDACTED TEXT under FOIA Section 40, Personal Information |
| DUNS NUMBER: | REDACTED TEXT under FOIA Section 40, Personal Information |

DPS SUPPLIER REGISTRATION SERVICE ID:REDACTED TEXT under FOIA Section 40, Personal Information

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 17th March 2025.

It’s issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

DPS FILTER CATEGORY(IES):

Lot 1 with the following filters applied:

Certification: NCSC Assured Services NCSC Assured Services - Subject Area: Consultancy and Advice: Certification (e.g. Cyber Essentials) Penetration Test/Health Check: Penetration Testing/Pen test, CHECK and IT Health Check NCSC Assured Services - Standards: Cyber Essentials Plus Clearance: Security Check NPPV (Non-Police Personnel Vetting)

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:

Joint Schedules for RM3764iii

o Joint Schedule 2 (Variation Form)

o Joint Schedule 3 (Insurance Requirements)

o 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 10 (Exit Management)
    - Order Schedule 13 (Implementation Plan and Testing)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 16 (Security)
    - Order Schedule 18 (Background Checks)
    - Order Schedule 20 (Order Specification)

1. CCS Core Terms (DPS version)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
3. Annexes A & B to Order Schedule 6
4. 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:

none

ORDER START DATE: 01/04/2025

ORDER EXPIRY DATE: 31/03/2027

ORDER INITIAL PERIOD: 24 months

ORDER OPTIONAL EXTENSION one period of up to 12 months

DELIVERABLES

The Supplier is responsible for the below activities. Refer to sections 2.5, 2.6 and 2.7 for a detailed list of responsibilities.

1. Providing IT Health Checks (“ITHCs”) under the CHECK terms and conditions, as outlined in Appendix A (of Appendix B – Buyer’s Needs).
2. Attending scoping meetings and producing agreed ITHC scope reports within the timeframe outlined in section 2.6 below.
3. Delivering final reports and content to support the writing / production of Remedial Action Plan (“RAP”) reports within the timeframe outlined in section 2.6 below.
4. Ensuring that the Supplier’s technical expertise is present to assess technology that is, or is to be, deployed to the Buyer’s IT estate.
5. Organise monthly performance meetings with the Buyer’s key stakeholders, to discuss performed work, upcoming pipeline and any potential issues in the performance of the Services.

**2.5 REQUIREMENTS: ESSENTIAL SKILLS AND EXPERIENCE**

1. The Supplier must have and retain for the duration of the Order Contract CHECK Green Light Status. Where a Supplier loses their CHECK Green Light Status, the Supplier shall be required to submit a plan for regaining their status. Whilst unaccredited, the Supplier may not be requested to undertake delivery of their Services without exceptional approvals from the Buyer.
2. The Supplier must conduct all ITHCs under the Terms and Conditions of CHECK.
3. The Supplier must have experience of conducting ITHCs on Cloud Service Providers’ Platforms including but not limited to AWS and Azure.
4. The Supplier must have experience of conducting ITHCs on DevOps environments.
5. The Supplier must have experience of conducting ITHCs across a range of platforms and technologies. Including but not limited to Wireless, VMware and other Virtualisation technologies, Scada, WAN and LAN, Databases, Applications, in alignment with the OWASP framework, on Infrastructure, VPN/RAS and hosting common services.
6. All Supplier CHECK Team Members and CHECK Team Leaders shall hold Home Office SC clearance, or be suitable candidates for the associated vetting process (sponsored by the Buyer) before being provided under the Order Contract.
7. The Supplier must have resource with ‘Home Office’ DV clearance available for the Order Start Date or be able to provide suitable candidates to undergo the vetting process prior to deployment under the Order Contract.
8. The Supplier must have resource with NPPV3 clearance or be prepared to obtain it before being provided under the contract.
9. The Supplier must have (for the Order Contract Period) the ability to provide CHECK Team Leaders with extensive knowledge of both Infrastructure and Web Applications.

**2.6 REQUIREMENTS: OTHER**

1. Members of the Supplier’s CHECK Team must be suitably experienced and qualified based on the scope of the ITHC.
2. The Supplier must attend a Scoping Meeting for each ITHC project and provide a proposal for each ITHC based on an agreed scope in the form of an ITHC scope report, within 5 days of the scoping meeting. The Scoping Meeting will:
   1. confirm the scope of the testing/services to be performed including any specific areas of concern or exclusions;
   2. establish the pre-requisites that may be required to successfully undertake the testing/services;
   3. confirm the testing/services project plan including dates, locations and establish details of staff members and customer points of contact;
   4. identify and mitigate any particular risks that may exist to the project; and
   5. devise a test-plan/services-plan for completing the testing/services.
3. The Supplier must be able to support onsite and offsite testing depending on the scope of the ITHC.
4. The Supplier must be able to support offsite testing from a secure location depending on the scope of the ITHC.
5. The Supplier must have secure means of communication and a government secure email capability (such as CJSM or similar) that supports the needs of the Buyer.
6. The Supplier must have access to a List-X facility.
7. The Supplier must make Supplier Team members available during an ITHC to carry out debriefs as required.
8. The Supplier must provide a draft list of findings on the last day of testing in an agreed format (“RAP Report”).
9. The Supplier must supply written final ITHC report within ten (10) working days of the end of the ITHC (“Final Report”) or sooner is specified at the scoping meeting.
10. The Supplier’s Authors should ensure that the ITHC report is readable and accessible to the Buyer and contain a clear summary of the number, type and severity of the issues identified.
    1. The report should provide details of the individuals involved in the ITHC.
    2. The report should communicate the background, scope and context of the health check in full.
    3. Vulnerabilities should be accurately identified and explained.
    4. Each identified vulnerability should be associated with a remedial solution. The remedial solution should not be seen as the sole method for reducing the risk - a short-term remedial action may be appropriate until such time that a strategic fix can be put in place.
    5. The Supplier shall also provide reports in machine-readable format (a pre-formatted CSV file will be provided by the Buyer when required) at the request of the Buyer within the time specified in the ITHC scoping meeting.
11. Where a vulnerability that is publicly recognised in the National Vulnerability Database (NVD) is identified in the ITHC, the Final Report must include the Base CVSS score for that vulnerability.
12. All information collected or generated during the testing remains the intellectual property of the Buyer and shall be treated as strictly confidential.
13. The Supplier, when requested, must provide assurance on the handling and destruction of all Buyer Assets.
14. The Supplier must provide a dedicated account manager to this contract on a free of charge basis.
15. The Supplier, when requested, must define an approach prior to delivering services from remote locations (in the event it is required to do so due to external factors). The approach will be subject to both review and acceptance of the Buyer.

**2.7 DELIVERABLES**

The high-level deliverables associated with each IT Health Check Project are:

* IT Health Check Scope Report
* Conduct agreed IT Health Check, as per the IT Health Check Scope Report
* Produce Final Report and RAP Report
* Produce ITHC results and observables in an agreed output format
* Any other deliverables identified in section “Governance” to this document

The Supplier must work with the Buyer to provide the results and outputs of IT Health check Assessments in an agreed format (by example, but not limited to, XML, JSON, CSV). This requirement is to enable the use and ingestion of data into existing and future toolsets used and operated independently by the Buyer. For indication, typical (though not exclusive) fields submitted should include the specific finding/observation, unique reference, assigned risk, CVSSv2/3 rating, CVE reference and suggested remediation.

For clarity, the Deliverables are subject to change, depending on the user case. Three common user cases are defined below:

1. Testing and evaluation of technologies and services that are awaiting deployment into production and live operation.
2. Testing and evaluation of technologies and services already deployed which have undergone significant change and alteration.
3. Testing and evaluation of the wider operating environment for technologies and services, identifying vulnerabilities, attack paths and opportunities for exploitation.

The Deliverables for each Penetration Testing Project are:

* A Penetration Testing Scope Report
* Conducting agreed Penetration testing in line with the scope and within range of the Target/s of Evaluation.
* Attack Narrative, Final Report and RAP Report
* Produce Pen testing results and observables in an agreed output format.
* To identify and disclose any additional testing opportunities/targets discovered as a result of conducting the exercise under the initial scope.

MAXIMUM LIABILITY

The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year isREDACTED TEXT under FOIA Section 43, Commercial Interests

ORDER CHARGES

REDACTED TEXT under FOIA Section 43, Commercial Interests

The suppliers that are awarded a Call-Off following the Further Competition associated with the Order Contract will form a ‘carousel’ style of delivery where services will be called off from a different awarded supplier each time a requirement from the Buyer is approved. This is to ensure an even distribution of the requirements across each of the awarded suppliers.

The Maximum Contract Value is REDACTED TEXT under FOIA Section 43, Commercial Interests for the Order Contract Period (inclusive of the Order Optional Extension Period)

PAYMENT MECHANISMS

If a Milestone Payment or Firm Price has been agreed for a Statement of Work:

* The Supplier shall be entitled to invoice the Buyer for a Milestone Payment or Firm Price once all Deliverables associated with the corresponding Milestone Payment or Firm Price, as agreed in the Statement of Work, are successfully delivered to the Specification, and to the agreed timescales.
* The Supplier shall not be entitled to submit invoices for any work where the agreed Milestone Payment or Firm Price has been exceeded.
* In the event an agreed Milestone Payment or Firm Price within the Statement of Work is reached before the corresponding work is fully delivered to the Specification, and to the agreed timescales, the Supplier shall successfully complete the corresponding work at their own cost.
* The Supplier will continue at its own cost and expense to provide the Services even where the agreed Milestone Payment or Firm Price has been exceeded.
* The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to a Milestone Payment or Firm Price after the associated agreed Milestone Payment or Firm Price has been exceeded.
* The Buyer shall not accept any change to the agreed Charge in order for the Supplier to complete the work.
* Payment is subject to the successful delivery of the Services to the required quality to the satisfaction of the Buyer, and to the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where delivery of the Services to the specification, or to the agreed timescales, has not been met. Authorisation is not to be unreasonably withheld. Such payments are subject to the rectification of the delivery issue or, if requested by the Buyer, the provisions of an agreed Rectification Plan.
* The Charges are fully inclusive of all risks and contingencies.
* The Charges are fully inclusive of all travel and expenses costs.

If Capped Time and Materials has been agreed for a Statement of Work:

* The Supplier shall be entitled to invoice the Buyer at the end of each calendar month for the agreed work successfully delivered during that month to the specification, in accordance with the agreed resources and rates within the Statement of Work.
* For Services delivered, and for other aspects of the Services, as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the agreed Rate Card for each Supplier Personnel, for every day, or pro rata for every part of a day that the Supplier Personnel are actively performing the Services.
* The Supplier shall provide a detailed breakdown of any Charge, with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
* The Supplier shall retain a record timesheet for all Supplier Personnel providing the Services, which the Buyer may request for inspection at all reasonable times on request.
* The Supplier shall not be entitled to submit invoices for any work where the agreed Capped Maximum Contract Charge has been exceeded.
* In the event the agreed Capped Maximum Contract Charge for the Statement of Work is reached before all work agreed within the Statement of Work is delivered to the required quality to the satisfaction of the Buyer, and to the agreed timescales, the Supplier shall successfully complete all remaining work required within the Statement of Work at their own cost.
* The Supplier will continue at its own cost and expense to provide the Services even where the agreed Capped Maximum Contract Charge has been exceeded.
* The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed Capped Maximum Contract Charge has been exceeded.
* The Buyer shall not accept any change to the agreed Contract Charge in order for the Supplier to complete the work.
* Payment is subject to successful delivery of the Services to the Specification, and to the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where delivery of the Services to the Specification, and to the agreed timescales, has not been met. Authorisation is not to be unreasonably withheld. Such payments are subject to the rectification of the delivery issue or, if requested by the Buyer, the provisions of an agreed Rectification Plan.
* The Contract Charges are fully inclusive of all risks and contingencies.
* The Charges are fully inclusive of all travel and expenses costs.

If Time and Materials has been agreed for a Statement of Work:

* The Supplier shall be entitled to invoice the Buyer at the end of each calendar month for the agreed work successfully delivered during that month to the Specification, in accordance with the agreed resources and rates within the Statement of Work.
* For Services delivered, and for other aspects of the Services, as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the agreed Rate Card for each Supplier Personnel, for every day, or pro rata for every part of a day that the Supplier Personnel are actively performing the Services.
* The Supplier shall provide a detailed breakdown of any Charge; with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
* The Supplier shall retain a record timesheet for all Supplier Personnel providing the Services, which the Buyer may request for inspection at all reasonable times on request.
* Payment is subject to successful delivery of the Services to the Specification, and to the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where delivery of the Services to the Specification, and to the agreed timescales, has not been met. Authorisation is not to be unreasonably withheld. Such payments are subject to the rectification of the delivery issue or, if requested by the Buyer, the provisions of an agreed Rectification Plan.
* The Contract Charges are fully inclusive of all risks and contingencies.
* The Charges are fully inclusive of all travel and expenses costs.

In response to the changes to the Off-Payroll Working rules (IR35 Legislation) ([gov.uk guidance](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Funderstanding-off-payroll-working-ir35&data=05%7C02%7CLorna.Platt%40homeoffice.gov.uk%7C911c202d292a4f7d3df908dce220b821%7Cf24d93ecb2914192a08af182245945c2%7C0%7C0%7C638633880213452428%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=Zs9i0QpC5gDIjKKGkMr5jWyhXmSIbjNotI90Ox8fq8k%3D&reserved=0)) and ongoing compliance guidance from HMRC, the Buyer shall undertake an IR35 determination in respect of each Statement of Work called off from the Order Contract, on a case-by-case basis, by reviewing the Statement of Work and associated working practices, to assess whether the construct of the work delivered under the Statement of Work is genuinely one of a true contracted-out service or more of one of a supply of resource as Labour.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 does not exist, the following shall apply to the Statement of Work:

**Contract Operation**

* This Statement of Work is a Contract for Services, with outcomes and deliverables as detailed below, and will be operated as follows:
* Supplier personnel will be under the day-to-day direction and control of the Supplier, not the Buyer, and will therefore operate independently of the Buyer’s delivery governance bodies.
* Supplier personnel will not have any management or supervisory responsibilities over the Buyer staff, or any other Supplier’s staff, save for their own staff deployed in satisfaction of this Statement of Work.
* Any quality and non-delivery issues will be raised by the Buyer with the Supplier’s authorised representative and not the individual Supplier personnel.
* The Supplier will be held accountable by the Buyer for non-delivery of the Services, not the individual Supplier personnel.
* The Supplier is able to replace or substitute individual Supplier personnel to undertake the Services at its discretion within this Statement of Work, so long as they have the requisite security clearance or attain the requisite security clearance with the sponsorship of the Buyer where this is in excess of BPSS. It is for the Supplier to ensure any such substitute personnel deployed are suitably qualified, experienced and skilled.
* Changes in scope, deliverables, acceptance criteria and milestone/delivery dates will be managed by means of an impact assessment that will lead to a Contract Change Note or Variation Order where such changes are required.
* This Statement of Work will not be used to fill roles that already exist in the Department.
* The Statement of Work is to be used solely to deliver the services prescribed as laid out in the Requirements / Service Description, it shall not be used to satisfy other requirements outside of these services.
* Prior to the Supplier engaging, replacing or substituting any Supplier Staff, the Supplier shall confirm to the Buyer that it can continue to deliver the services using personnel who:
  + are on payroll employees of the Supplier;
  + are on payroll employees of any subcontracted provider within their supply chain; and
  + in the case of independent contractors/associates etc., will operate via a FCSA accredited Umbrella Company/PAYE provider for the entire Contract Period with full PAYE and NICs deducted for such personnel at source and, therefore, may be considered to fall outside of the IR35 “Off Payroll Working Rules”.
* The Supplier shall not supply resources as labour.
* The Supplier is responsible for managing and delivering the Buyer’s required Services and associated Deliverables.
* The Supplier shall manage its resources to achieve the agreed Deliverables.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 exists (and therefore represents a significant risk to the Buyer in relation to our exposure to potential fines and penalties being imposed on the Buyer by HMRC for non-compliance), the Buyer shall seek to understand whether the resources deployed by the Supplier in satisfaction of the Statement of Work constitute a risk in terms of their employment status for tax purposes. In such circumstances, the Supplier shall be required to formally provide a declaration as to the employment status for Tax for all personnel the Supplier have deployed or will deploy to deliver the contracted services by signing and returning a “Declaration of Employment Status for Tax” (as attached at Annex A).

The Rate Card shall not be subject to change as a result of the Buyer’s IR35 determinations.

REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

Valid invoices are to be paid monthly in arrears

BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

INVOICE INFORMATION

1.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

1.2 For the purposes of paragraph 1.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

All invoices must include:

• A valid Purchase Order number

• The contract reference number (P\_842)

• The period of time pertaining to the Charges included on the invoice and the payment terms IE: "Net 30 Days".

• A summary of the corresponding Services including the Quantity, Description and Unit Price/Rate.

• The value of the VAT portion of the invoice expressed in Pounds Sterling.

• The Registered Name, Address and VAT registered number Invoices should be submitted via email in pdf, tiff, jpeg or png format (Excel is not supported):

• a multipage invoice should be sent by the Supplier as one attachment to the email, however multiple invoices should be split across different attachments (1 attachment equals 1 invoice)

• multiple invoices can be attached to one email up to a maximum size of 5mb

• the Supplier should be aware that any text in the body of their email, or attachments submitted in files formats other than those listed above will not be read by anyone.

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER’S ENVIRONMENTAL POLICY

[Environmental principles policy statement - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement)

BUYER’S SECURITY POLICY

[Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

REDACTED TEXT under FOIA Section 40, Personal Information

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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)

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED TEXT under FOIA Section 40, Personal Information | Signature: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Name: | REDACTED TEXT under FOIA Section 40, Personal Information | Name: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Role: | REDACTED TEXT under FOIA Section 40, Personal Information | Role: | REDACTED TEXT under FOIA Section 40, Personal Information |
| Date: | 14/04/2025 | Date: | 14/04/2025 |

Annex 1 (Schedule Refinements)

The Buyer's specific refinements to the Schedules are specified in the following table:

|  |  |  |
| --- | --- | --- |
| **Schedule** | **Schedule applicable to the Order Contract?** | **Comments** |
| Order Schedule 1  (Transparency Reports) | Yes | Annex A:To be agreed in Contract but will include adherence to PMO, Governance and Change standards, e.g. Agile, Prince2 depending on delivery methodology. |
| Order Schedule 2  (Staff Transfer) | Yes | Only the following parts apply to the Order Contract:  Part C (No Staff Transfer on the Start Date); Part D (where applicable) |
| Order Schedule 4  (Order Tender) | Yes | The Order Tender reference P\_842 applies to the Order Contract. |
| Order Schedule 5  (Pricing Details) | No | The Charges set out within the Order Form apply to the Order Contract. |
| Order Schedule 6  (ICT Services) | No |  |
| Order Schedule 7  (Key Supplier Staff) | Yes | The Key Roles applicable to Annex 1 are [to be inserted]:  REDACTED TEXT under FOIA Section 40, Personal Information |
| Order Schedule 8  (Business Continuity and Disaster Recovery) | No |  |
| Order Schedule 10  (Exit Management) | Yes | Paragraph 1, The Supplier must provide for the Buyer’s Approval an exit plan which ensures continuity of service and which the Supplier will follow at the end of the Order Contract within 6 months of contract start date. |
| Order Schedule 13  (Implementation Plan and Testing) | Yes | The number of days’ notice applicable to Part A, paragraph 1.1 is 21 days.  Part A, paragraph 4 (Delay Payments) does not apply to the Order Contract. |
| Order Schedule 14  (Service Levels) | No |  |
| Order Schedule 15  (Order Contract Management) | Yes | Paragraph 5 (Role of the Operational Board) does not apply to the Order Contract. |
| Order Schedule 16 (Security) | Yes | Only the following part apply to the Order Contract:  Option 2 |
| Order Schedule 17  (MOD Terms) | No |  |
| Order Schedule 18  (Background Checks) | Yes | SC clearance required |
| Order Schedule 19  (Scottish Law) | No |  |
| Order Schedule 20  (Order Specification) | Yes | The specification applicable to the Deliverables is provided at P\_842 ITHC and Penetration Testing |
| Order Schedule 21  (Northern Ireland Law) | No |  |
| Order Schedule 22  (Secret Matters) | No |  |
| Order Schedule 23  (Collaboration Agreement) | No |  |
| Joint Schedule 1  (Definitions) | Yes |  |
| Joint Schedule 2  (Variation Form) | Yes |  |
| Joint Schedule 3  (Insurance Requirements) | Yes |  |
| Joint Schedule 4  (Commercially Sensitive Information) | Yes |  |
| Joint Schedule 5  (Corporate Social Responsibility) | Yes | In addition to the existing obligations set out within DPS Joint Schedule 5 (Corporate Social Responsibility), the Supplier shall comply with the following Social Value obligations:   * + The Supplier shall comply with the provisions of the Social Value Legislation in providing the Services, including social and wider economic impacts.   + The Supplier shall develop and invest in skills development and apprenticeships to build a more skilled and productive workforce and reduce the risks of supply constraints and increased labour cost inflations.   + The Supplier shall develop a supply chain management tracking system to ensure performance of the Contract, including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).   + The Supplier shall develop and implement initiatives to support staff wellbeing, including physical and mental health.   In addition to reporting the Supplier’s performance against the Buyer’s Needs, the Progress Reports and Progress Meetings shall include the Supplier’s progress against meeting the provisions of DPS Joint Schedule 5 (Corporate Social Responsibility). |
| Joint Schedule 6  (Key Subcontractors) | Yes |  |
| Joint Schedule 7  (Financial Difficulties) | Yes |  |
| Joint Schedule 8  (Guarantee) | No |  |
| Joint Schedule 9  (Minimum Standards of Reliability) | Yes |  |
| Joint Schedule 10  (Rectification Plan) | Yes |  |
| Joint Schedule 11  (Processing Data) | Yes | Annex 1 is populated with the following:  1.1. The contact details for the Buyer’s Data Protection Officer are:  Email: REDACTED TEXT under FOIA Section 40, Personal Information  1.2. The contact details for the Supplier’s Data Protection Officer are:  Email: REDACTED TEXT under FOIA Section 40, Personal Information  The template at Annex 1 is populated in accordance with the table set out below. |

**Joint Schedule 11 (Processing Data)**

The table at Annex 1 is populated as follows:

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | The Buyer 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 Buyer is the Controller and the Supplier is the Processor of the following Personal Data:  The Buyer Personal Data including (but not limited to):   * Authorised users' name, work phone number and work email addresses, in a user table that is maintained persistently and backed up regularly * Full Name, DOB, NINO, Passport, Current and previous addresses held on file and backed up regularly * Employment history held on file and backed up regularly |
| Duration of the processing | The duration of the processing will be: until the earliest of (i) expiry/termination of the Call-Off Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Call-Off Contract (to the extent applicable). |
| Nature and purposes of the processing | The processing will comprise: The nature and the purpose of the processing, meaning 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, is to provide services to the user. These services consist of, but not exhaustively, account creation, authentication & authorization, content improvement, etc. |
| Type of Personal Data | The Buyer Personal Data includes (but is not limited to):   * Authorised users' name, work phone number and work email addresses * Full Name, DOB, NINO, Passport, Current and previous addresses * Employment history   All maintained persistently and backed up regularly. |
| Categories of Data Subject | Buyer’s personnel and Buyer’s staff. |
| Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data | As soon as reasonably practicable following termination or expiry of the Call-Off Contract**.** |