



Crown  
Commercial  
Service

# **DPS**

## **Appointment Form**

This DPS Appointment Form creates the DPS Contract. It summarises the main features of the procurement and signposts to where information is held as a result of the Supplier's DPS SQ Submission such as CCS' and the Supplier's contact details.

1.	<b>CCS</b>	<p>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).</p> <p>Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.</p>
2.	<b>Supplier</b>	The name, address, and registration number of the Supplier will be captured as part of the selection questionnaire during the DPS Registration process
3.	<b>DPS Contract</b>	<p>This dynamic purchasing system access agreement between CCS and the Supplier allows the Supplier to be considered for Order Contracts to supply the Deliverables in Services;</p> <ul style="list-style-type: none"> <li>• Consultancy and Advice</li> <li>• Penetration testing and IT Health Check</li> <li>• Incident Management</li> <li>• Data destruction and sanitation services</li> <li>• Encryption Services</li> <li>• Managed Security Service</li> </ul> <p>You cannot deliver in any other Filter Categories under this contract. Any references made to other Filter Categories in this Contract do not apply. This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference RM3764.iii (OJEU Notice).</p>
4.	<b>Deliverables</b>	<p>Cyber Security Services</p> <p>See DPS Schedule 1 (Specification) for further details.</p>
5.	<b>DPS Start Date</b>	13/02/2020
6.	<b>DPS Expiry Date</b>	13/02/2029
7.	<b>DPS Optional Extension Period</b>	Any period subject to three months' notice from CCS.

8.	<p><b>DPS Incorporated Terms</b></p> <p>(together these documents form 'the DPS Contract')</p>	<p>The following documents are incorporated into the DPS Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> <li>1. This DPS Appointment Form</li> <li>2. Any DPS Special Terms (see Section 9 'DPS Special Terms' in this DPS Appointment Form)</li> <li>3. Joint Schedule 1 (Definitions) RM3764iii</li> <li>4. Joint Schedule 11 (Processing Data) RM3764iii</li> <li>5. The following Schedules for RM3764iii (in equal order of precedence): <ul style="list-style-type: none"> <li>o DPS Schedule 1 (Specification)</li> <li>o DPS Schedule 3 (DPS Pricing)</li> <li>o DPS Schedule 4 (DPS Management)</li> <li>o DPS Schedule 5 (Management Levy and Information)</li> <li>o DPS Schedule 6 (Order Form Template and Order Schedules) including the following template Order Schedules: <ul style="list-style-type: none"> <li>■ Order Schedule 1 (Transparency Reports)</li> <li>■ Order Schedule 2 (Staff Transfer)</li> <li>■ Order Schedule 3 (Continuous Improvement)</li> <li>■ Order Schedule 4 (Order Tender)</li> <li>■ Order Schedule 5 (Pricing Details)</li> <li>■ Order Schedule 6 (ICT Services)</li> <li>■ Order Schedule 7 (Key Supplier Staff)</li> <li>■ Order Schedule 8 (Business Continuity and Disaster Recovery)</li> <li>■ Order Schedule 9 (Security)</li> <li>■ Order Schedule 10 (Exit Management)</li> <li>■ Order Schedule 12 (Clustering)</li> <li>■ Order Schedule 13 (Implementation Plan and Testing)</li> <li>■ Order Schedule 14 (Service Levels)</li> <li>■ Order Schedule 15 (Order Contract Management)</li> <li>■ Order Schedule 16 (Benchmarking)</li> <li>■ Order Schedule 17 (MOD Terms)</li> <li>■ Order Schedule 18 (Background Checks)</li> <li>■ Order Schedule 19 (Scottish Law)</li> <li>■ Order Schedule 20 (Order Specification)</li> <li>■ Order Schedule 21 (Northern Ireland Law)</li> <li>■ Order Schedule 22 (Secret Matters)</li> </ul> </li> <li>o DPS Schedule 7 (Order Procedure)</li> <li>o DPS Schedule 8 (Self Audit Certificate)</li> <li>o DPS Schedule 9 (Cyber Essentials Scheme)</li> </ul> </li> </ol>
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		<ul style="list-style-type: none"><li>o Joint Schedule 2 (Variation Form)</li><li>o Joint Schedule 3 (Insurance Requirements)</li><li>o Joint Schedule 4 (Commercially Sensitive Information)</li><li>o Joint Schedule 6 (Key Subcontractors)</li><li>o Joint Schedule 7 (Financial Difficulties)</li><li>o Joint Schedule 8 (Guarantee)</li><li>o Joint Schedule 10 (Rectification Plan)</li><li>o Joint Schedule 11 (Processing Data)</li></ul> <p>6. CCS Core Terms - DPS (version 1)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii</p> <ul style="list-style-type: none"><li>o DPS Schedule 2 (DPS Application)</li></ul>
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9.	DPS Special Terms	<p><b>Special Terms</b></p> <p><b>Special Term 1 – Core Terms Clause 9.2</b></p> <p>9.2 Any New IPR created under an Order Contract is owned by the Buyer. The Buyer gives the Supplier i) a licence to use any Buyer Existing IPRs and New IPR during the Order Contract Period for the purpose of fulfilling its obligations under the Order Contract, and ii) a licence to use the New IPRs (excluding any Information which is the Buyers Confidential information or which is subject to the Data Protection Legislation) after the Order Contract period on the terms set out in the Open Government Licence. “</p> <p><b>Special Term 2 - Core Terms Clause 11.2</b></p> <p><b>Special Term 3 - Core Terms Clauses 14.9 – 14.11;</b></p> <p>14.9. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.</p> <p>14.10 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.</p> <p>14.11. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Clause 14.10 shall be borne by the Parties as follows:</p> <p>14.11.1 by the Supplier, where the Malicious Software originates from the software provided by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and</p>
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		<p>not quarantined or otherwise identified by the Relevant Authority when provided to the Supplier; and</p> <p>14.11.2. by the Relevant Authority, if the Malicious Software originates from the software provided by the Relevant Authority or the Government Data (whilst the Government Data was under the control of the Relevant Authority)."</p> <p><b>Special Term 4 – Core Terms Clause 36</b></p> <p><b>Buyer Premises</b></p> <p>36.1 Licence to occupy Buyer Premises</p> <p>36.1.1. Any Buyer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Order Contract. The Supplier shall have the use of such Buyer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Order Contract.</p> <p>36.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Order Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.</p> <p>36.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of Order Schedule 6 (where used) and set out in the Order Form (or elsewhere in the relevant Order Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this Clause 36.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.</p> <p>36.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.</p>
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	<p>36.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the relevant Order Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.</p> <p>36.2 Security of Buyer Premises</p> <p>36.2.1 The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.</p> <p>36.2.2 The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.</p> <p><b>Special Term 5 – Core Terms Clause 37;</b></p> <p><b>Buyer Property</b></p> <p>37.1 Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.</p> <p>37.2 The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.</p> <p>37.3 The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.</p> <p>37.4 The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.</p> <p>37.5 The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property</p>
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	<p>solely in connection with the relevant Order Contract and for no other purpose without Approval.</p> <p>37.6 The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance Order Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.</p> <p>37.7 The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property."</p> <p><b>Special Term 6 – Core Terms Clause 38;</b></p> <p><b>Supplier Equipment</b></p> <p>38.1 Unless otherwise stated in the relevant Order Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.</p> <p>38.2 The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.</p> <p>38.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Contract Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.</p> <p>38.4 All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.</p> <p>38.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Order Contract, including the Service Levels.</p>
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		<p>38.6 The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.</p> <p>38.7 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:</p> <p>38.7.1 remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with the Order Contract; and</p> <p>38.7.2 replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment."</p> <p><b>Special Term 7 – Core Terms</b> <b>Clause 11.5</b></p> <p>1. Clause 11.5 of the CCS Core Terms is varied with deletions marked as strikethrough and insertions underlined as follows:</p> <p><i>11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, <u>or 12.2 or 14.8</u> or Call-Off Schedule 2 (Staff Transfer) of a Contract.</i></p> <p>2. In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed £10 million.</p>
10.	<b>DPS Pricing</b>	Details in DPS Schedule 3 (DPS Pricing)
11.	<b>Insurance</b>	Details in Annex of Joint Schedule 3 (Insurance Requirements).
12.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Certificate (or equivalent). Details in DPS Schedule 9 (Cyber Essentials Scheme)
13.	<b>Management Levy</b>	The Supplier will pay, excluding VAT, 1% of all the Charges for the Deliverables invoiced to the Buyer under all Order Contracts.
14.	<b>Supplier DPS Manager</b>	<p>[name]</p> <p>[job title]</p> <p>[email address]</p>

		<p>[phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
15.	<b>Supplier Authorised Representative</b>	<p>[name]</p> <p>[job title]</p> <p>[email address]</p> <p>[phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
16.	<b>Supplier Compliance Officer</b>	<p>[name]</p> <p>[job title]</p> <p>[email address]</p> <p>[phone number]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
17.	<b>Supplier Data Protection Officer</b>	<p><b>Key Subcontractor 1</b></p> <p>Name (Registered name if registered) [name]</p> <p>Registration number (if registered) [number]</p> <p>Role of Subcontractor [role]</p> <p>Contact details such as above will be requested as part of your SQ DPS Submission.</p>
18.	<b>Supplier Marketing Contact</b>	<p>[name]</p> <p>[job title]</p> <p>[email address]</p> <p>[phone number]</p>

		Contact details such as above will be requested as part of your SQ DPS Submission.
19.	<b>Key Subcon-tractors</b>	<b>Key Subcontractor 1</b> Name (Registered name if registered) [name] Registration number (if registered) [number] Role of Subcontractor [role]  Contact details such as above will be requested as part of your SQ DPS Submission.
20.	<b>CCS Authorised Representative</b>	[name] [job title] [email address] [phone number]  Contact details such as above will be requested as part of your SQ DPS Submission.