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

**Schedules)**

**Order Form**

|  |  |
| --- | --- |
| ORDER REFERENCE: ORDER CONTRACT TITLE:ORDER CONTRACT DESCRIPTION:  | Project\_26557 Digital Channels Security ArchitectLead, deliver and support the technical and security architecture design elements of Digital Channels. |
| THE BUYER:   | The Department for Work and Pensions |
| BUYER ADDRESS   | Caxton House, Tothill Street, London, SW1H 9NA |
| THE SUPPLIER:  | Cyber Security Specialists |
| SUPPLIER ADDRESS: | Unit 10, Altrincham Business Park, Altrincham, Manchester, WA14 5GL |
| REGISTRATION NUMBER: | 5896325 |
| DUNS NUMBER:  | 220841348 |

DPS SUPPLIER REGISTRATION SERVICE ID:SQ-AG6BE44

**APPLICABLE DPS CONTRACT:**

This Order Form is for the provision of the Deliverables and dated 8th July 2024.

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

**DPS FILTER CATEGORIES:**

Non-assured NCSC Services, Risk Management, Risk Assessment, Security Architecture, Business Continuity and Disaster Recovery - BCDR, Certification (e.g. Cyber Essentials), Security Specialist, Security Strategy, Cyber Transformation, Penetration Testing/Pen test, IT Health Check, Cyber Essentials Plus, CREST/Tiger/Cyber/Other Qualified, Clearance: Security Check, Networks, Database, Internet, Cloud, Endpoint/applications, GDPR, Government, Critical National Infrastructure.

**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
* Joint Schedule 2 (Variation Form)
* Joint Schedule 3 (Insurance Requirements)
* Joint Schedule 4 (Commercially Sensitive Information)
* Joint Schedule 5 (Corporate Social Responsibility)
* Joint Schedule 6 (Key Subcontractors)
* Joint Schedule 10 (Rectification Plan)
* Joint Schedule 11 (Processing Data)
	+ Order Schedules for RM3764iii
	+ Order Schedule 1 (Transparency Reports)
	+ Order Schedule 4 (Order Tender)
	+ Order Schedule 7 (Key Supplier Staff)
	+ Order Schedule 8 (Business Continuity and Disaster Recovery)
	+ Order Schedule 9 (Security) Part A Short Form
	+ Order Schedule 15 (Order Contract Management)
	+ Order Schedule 20 (Order Specification)
	+ Order Schedule 22 (Secret Matters)
1. CCS Core Terms (DPS version)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
3. Annexes A & B to Order Schedule 6

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:

Special Term 1 – Order Form – Appendix 1 (Statements of Work): During the Order Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Order Contract at Appendix 1 to this Order Form.

Special Term 2 – Core Terms – Clause 10.3.2 (Ending the Contract without a reason) is amended as follows: “Each Buyer has the right to terminate their DPS Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 30 days for a Statement of Work; or (b) 30 days for the DPS Contract, written notice and if it’s terminated Clauses 10.5.2 to 10.5.7 shall apply. The Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

Special Term 3 – Core Terms – Clause 10.2 (Ending the Contract) is amended as follows: “The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 30 Days’ written notice before the contract expires.”

Special Term 4 - IR35 Status - The provision of Annex A to this Order Form shall apply in respect of any Statement of Work concluded under this Order Contract.

Special Term 5 – Working Day - A Working Day is defined as the number of hours to be worked in a Workday. For the purposes of this Call-Off Contract, a Working Day is seven (7.5) hours.

Special Term 6 – Order Schedule 9 (Security) - In addition to section 18 ‘SECURITY AND CONFIDENTIALITY REQUIREMENTS’ of Attachment 3 (Specification), Annex B to this Order Form containing the DWP minimum security schedule will be included and form a part of the final Order Contract within Order Schedule 9:



**ORDER START DATE:**  8th July 2024

**ORDER EXPIRY DATE:** 7th July 2025

**ORDER INITIAL PERIOD:**  12 months

**ORDER OPTIONAL EXTENSION:**  12 months

**DELIVERABLES:**

This contract is for the provision of one augmented resource – a Security Architect – according to the following resource profile:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **DDAT Role** | **Location** | **Quantity** | **SFIA Level** | **Clearance** | **Estimated Working Days**(per annum) |
| Security Architect  | Manchester  | 1 | 6  | SC | 255 |

**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 is **£244,800.00** (inclusive of VAT).

**ORDER CHARGES:**

The Supplier’s rate card will be used for the purpose of pricing each Statement of Work as per the pricing schedule embedded below:

**[REDACTED]**

**REIMBURSABLE EXPENSES:**

Please find embedded in Annex C to this order form the DWP Policy on Expenses for Business Travel & Accommodation for Contractors, Interim Managers and Consultants:



**PAYMENT METHOD:**

The payment method for this Order Contract is BACS (Capped Time and Materials) made monthly in arrears.

**BUYER’S INVOICE ADDRESS:**

**[REDACTED]**

**BUYER’S AUTHORISED REPRESENTATIVE:**

**[REDACTED]**

**BUYER’S ENVIRONMENTAL POLICY:**

The Contracting Authority is committed to a 100% reduction of greenhouse gas

emissions and requires the successful Supplier under this procurement to

demonstrate an organisational commitment to the ‘Net Zero’ target.

Further information can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach

ment\_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06\_21-\_-Selection-Criteria-Jan22\_\_1\_.pdf

**BUYER’S SECURITY POLICY:**

The Buyer’s security policy is available online and further information can be found here: [Security policy framework: protecting government assets - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/security-policy-framework)

The Supplier must be ISO27001 compliant and possess Cyber Essentials certification.

**SUPPLIER’S AUTHORISED REPRESENTATIVE:**

**[REDACTED]**

**SUPPLIER’S CONTRACT MANAGER:**

**[REDACTED]**

**PROGRESS REPORT FREQUENCY:**

Quarterly on the first Working Day of each quarter.

**PROGRESS MEETING FREQUENCY:**

Quarterly on the first Working Day of each quarter.

**KEY STAFF:**

**[REDACTED]**

**KEY SUBCONTRACTOR(S):**

PURPLE HAT SECURITY LIMITED

**COMMERCIALLY SENSITIVE INFORMATION:**

N/A

**SERVICE CREDITS:**

Not applicable

**ADDITIONAL INSURANCES:**

Not applicable

**GUARANTEE:**

Not applicable

**SOCIAL VALUE COMMITMENT:**

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 Call-Off Schedule 4 (Call-Off Tender).

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |  **[REDACTED]** | Signature:  | **[REDACTED]**  |
| Name:  |  **[REDACTED]** | Name:  |  **[REDACTED]** |
| Role:  |  **[REDACTED]** | Role:  |  **[REDACTED]** |
| Date:  |  04/07/2024 | Date:  |  08/07/2024 |

**Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 2 to the Order Form in Framework Schedule 6 (Order Form Template and Order Schedules)].

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

**Statement of Work 1**

|  |
| --- |
| **1. STATEMENT OF WORK (“SOW”) DETAILS**  |
| Upon execution, this SOW forms part of the Order Contract (reference below). The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.  All SOWs must fall within the Specification and provisions of the Order Contact. The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Order Contract, unless otherwise agreed by the Parties in writing.  |
| **Date of SOW:**  | 4th July 2024 |
| **SOW Title:**  | Digital Channels Security Architect |
| **SOW Reference:**  | SOW001 |
| **Order Contract Reference:**  | Project\_26557 |
| **Buyer:**  | The Department for Work and Pensions |
| **Supplier:**  | Cyber Security Specialists |
| **SOW Start Date:**  | 8th July 2024 |
| **SOW End Date:**  | 7th July 2025 |
| **Duration of SOW:**  | 12 months (255 working days) |
| **Key Personnel (Buyer)**  | **[REDACTED]** |
| **Key Personnel (Supplier)**  | **[REDACTED]** |
| **Subcontractors**  | **[REDACTED]**, Purple Hat Security Limited |

|  |
| --- |
| **2. ORDER CONTRACT SPECIFICATION - PROGRAMME CONTEXT**  |
| **SOW** **Deliverables** **Background**  | Digital Modernisation and Efficiency requires a Security Architect to work alongside existing Buyer Personnel to provide support within Digital Channels. The Supplier will provide the resource to work within the Buyer’s teams on a time and material basis. |
| **Delivery phase(s)**  | N/A |
| **Overview of Requirement**  | The Supplier shall provide the resource stated in this SOW to the Buyer’s Digital Channels team. The Buyer requires the Supplier to provide the resources identified in this SOW on a Time and Materials basis to support the delivery of the Buyer’s transformation objectives.

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable | Day Rate | Number of Days | Total Cost |
| Security Architect | **[REDACTED]** | 255 | £204,000 ex VAT |

 |
| **Accountability Models**  | Please tick the Accountability Model(s) that shall be used under this Statement of Work:Sole Responsibility: ☐Self-Directed Team: ☐Rainbow Team: ☒ |

|  |
| --- |
| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** |
| **Outcome Description** | The Supplier shall support the Buyer through the provision of:1. Security Architecture Resource, by:
* Supporting with researching and applying innovative security architecture solutions to new or existing problems and be able to justify and communicate design decisions.
* Supporting with producing particular patterns and supporting quality assurance.
* Supporting with technical design of systems and services.
* Supporting with providing regular status updates to the Buyer via agreed standard agile ceremonies/reporting/tooling.
 |
| **Milestone Ref**  | **Milestone Description**  | **Acceptance Criteria** | **Due date** |
| MS01  | N/A |  |  |
| MS02  | N/A |  |  |
| MS03 | N/A |  |  |
| **Delivery Plan**  | N/A – Rainbow Team delivery model. |
| **Dependencies**  | 1. The Buyer will provide access to all relevant Buyer systems, software, equipment, and connectivity, through which the Supplier will deliver the Services.
2. The Buyer shall complete the on-boarding of the Supplier resources, in reasonable advance of the Start Date of this Statement of Work.
3. The Buyer shall continually provide the Supplier with access to work completed to date to enable Supplier upskilling/knowledge transfer.
4. The Buyer will be responsible for providing any information and access to Buyer personnel (and Buyer third party supplier personnel) reasonably requested by the Supplier.
5. The Buyer shall raise any issues related to the Supplier’s provision of the Services with the Supplier regarding any Services undertaken since the last review in a timely manner and no later than 10 days after the issue has been identified by the Buyer.
6. The Buyer shall provide any input materials, tools and access to Buyer resources as required by the Supplier, upon which the Services or related activities may be dependent/based on.
 |
| **Supplier Resource Plan**  | N/A |
| **Security Applicable to SOW:** | The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security). |
| **Cyber Security Standards** | The Buyer requires the Supplier to have and maintain a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate for the work undertaken under this SOW. |
| **SOW Standards**  | The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards:https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework |
| **Performance Management**  | Intentionally left blank |
| **Additional Requirements**  | Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work |
| **Key Supplier Staff**  | **[REDACTED]** |
| **Worker Engagement Status** | The Supplier confirms to the Buyer that the Supplier will deliver the Services using resources who are on Supplier payroll and/or through subcontracts via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation. |
| **SOW Reporting Requirements:** | Not applicable |

|  |
| --- |
| 1. **CHARGES**
 |
| **Order Contract Charges** | The applicable charging method(s) for this SOW is:* Capped time and materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £204,000 (ex. VAT), £244,800 (inc. VAT). |
| **Rate Cards Applicable** |

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverable | Day Rate | Number of Days | Total Cost |
| Security Architect | **[REDACTED]** | 255 | £204,000 ex VAT |

 |
| **Financial Model**  | Time and Materials |
| **Reimbursable Expenses** | See expenses policy |

|  |
| --- |
| 1. **SIGNATURES AND APPROVALS**
 |
| **Agreement of this SOW**BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Order Contract and be legally binding on the Parties: |
| **For and on behalf of the Supplier**  |

|  |  |
| --- | --- |
| Name and title | **[REDACTED]** |
| Date | 09.07.2024 |
| Signature | **[REDACTED]** |

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

|  |  |
| --- | --- |
| Name and title | **[REDACTED]** |
| Date | 10.07.2024 |
| Signature | **[REDACTED]** |

 |

**Statement of Work 1 Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11

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

|  |  |
| --- | --- |
| **Description**  | **Details**  |
| Identity of Controller for each Category of Personal Data  | 1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: a. business contact details of Supplier Staff for which the Supplier is the Controller; and b. business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. 2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of: a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: i. directors, officers, employees, agents, consultants and contractors of Buyer; and ii. members of the public.  |
| Duration of the Processing  | From the Start Date to the Expiry Date of the SoW. |
| Nature and purposes of the Processing  | **Supplier Processing** The Supplier will Process Personal Data as set out broadly in this SOW. The parties agree that: 1. The Supplier will follow the Buyer’s direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction. 2. Any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.  |
| Type of Personal Data  | 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems). By prior written agreement between the parties: 5. Data concerning health. 6. Data revealing racial or ethnic origin.  |
| Categories of Data Subject  | 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Supplier Staff engaged in the performance of the Supplier’s duties under the SOW for which the Supplier is the Controller. By prior written agreement between the parties: 3. Members of the general public  |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data  | Delete or return as directed by the Buyer. |