# **DPS Schedule 6 (Order Form Template and Order Schedules)**

### **Order Form**

ORDER REFERENCE: 33828

THE BUYER: Secretary of State, Department for

Environment, Food and Rural Affairs

BUYER ADDRESS Seacole Building, 2 Marsham Street,

London, SW1P 4DF

THE SUPPLIER: CGI IT UK Limited

SUPPLIER ADDRESS: 20 Fenchurch Street, 14<sup>th</sup> Floor, London,

EC3M 3BY

REGISTRATION NUMBER: 00947968

DUNS NUMBER: **21-109-8520** 

### APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated **14/03/2022** It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

### DPS FILTER CATEGORY(IES):

#### 16626

### 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 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Order Schedules for RM3764iii
  - Order Schedule 5 (Pricing Details)
  - Order Schedule 7 (Key Supplier Staff)
  - Order Schedule 8 (Business Continuity and Disaster Recovery)
  - Order Schedule 9 (Security)
  - Order Schedule 14 (Service Levels)
  - Order Schedule 15 (Order Contract Management)
  - Order Schedule 20 (Order Specification)
- 4. CCS Core Terms (DPS version)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
- 6. 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

### None

### **BUYER'S OBLIGATIONS:**

- The parties do not intend that Personal Data will be processed as part of the Services, and the Buyer undertakes that Personal Data will not be made available to the Supplier in performing its obligations under this contract
- Without prejudice to the Supplier's obligations to use all reasonable skill and care:
  - The Buyer accepts all liability and risk for any impacts to its systems (including data loss) as a result of any assessments or testing undertaken by Supplier;
  - Restoration of the tested system(s) to their pre-test state is the responsibility of the Buyer; and
  - Responsibility and liability for decisions taken by the Buyer itself or via a third party on the basis of the test results (or advice given by the Buyer itself) shall remain with the Buyer
- The Buyer is responsible for the back up any Buyer Data
- The Supplier is dependent on the Buyer providing access to a nonproduction/test system prior to the live penetration testing

 The Buyer shall give the Supplier discretion on whether a low risk methodology is used to perform the penetration testing

ORDER START DATE: 21st March 2022

ORDER EXPIRY DATE: 20<sup>th</sup> March 2024

ORDER INITIAL PERIOD: 2 Years, 0 Months

ORDER OPTIONAL EXTENSION 1 Year, 0 Months

**DELIVERABLES** 

Option B: See details in Order Schedule 20 (Order Specification)

### 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 £1,133,333

**ORDER CHARGES** 

Option B: See details in Order Schedule 5 (Pricing Details)

### REIMBURSABLE EXPENSES

Recoverable as stated in the DPS Contract

PAYMENT METHOD

**BACS** transfer

**BUYER'S INVOICE ADDRESS:** 

SSCL AP

Defra

PO Box 790

Newport

Gwent

**NP10 8FZ** 

Accounts-payable.def@sscl.gse.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE

### Senior Officer, Security & Contingency Planning

Sir John Moore House, Victoria Square Bodmin Cornwall PL31 1EB

BUYER'S ENVIRONMENTAL POLICY **Available on request** 

**BUYER'S SECURITY POLICY Available on request** 

SUPPLIER'S AUTHORISED REPRESENTATIVE

Account Manager

SUPPLIER'S CONTRACT MANAGER

Commercial Manager

PERFORMANCE REPORT FREQUENCY

Quarterly

PERFORMANCE MEETING FREQUENCY **Quarterly** 

**KEY STAFF** 

Director of Consulting Delivery (DCD), Penetration Testing

Primary Point of Contact (all routine pentest queries)
Operations Manager



# KEY SUBCONTRACTOR(S)

### See Annex 1

### COMMERCIALLY SENSITIVE INFORMATION

Any pricing or financial information provided by the Supplier as part of this contract including but not limited to the Supplier's tender document.

### SERVICE CREDITS

Not applicable

### ADDITIONAL INSURANCES

Not applicable

### **GUARANTEE**

Not applicable

### SOCIAL VALUE COMMITMENT

### Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:		Signature:		
Name:		Name:		
Role:	VPCS – Central Gov	Role:	Deputy Director Commercial	
Date:	14/03/22	Date:	17/03/22	

## Annex 1

Key Sub-contractor Details (N/A)											
Nos	Registered Name	Registered Address	Company Registration Nos	DUNS Nos	VAT Nos	SME? (Y/N)	Role the key subcontractor will play in the delivery				
1	N/A										
2											
3											
4											
5											
6											