

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



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Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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### **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

#### **Order Form**

Call-Off Reference: PS105

Call-Off Title: Military Messaging (MM) Solution Architect (SAC) Call-Off Contract

Description:

- Project Team (PT) lead during the design process, supporting system accreditation and delivery of MM into service.
- Independently review architecture documents and lead on the development of documentation.
- Identify boundary protection capabilities for MM and lead from the PT on integration.
- Completion of ADP Stage 3 and 4 documentations.

Buyer Address: Ministry of Defence, Westwells Road, Corsham SN13 9GB

The Supplier: People Source Consulting Ltd

Supplier Address: 1 Georges Square, Bath Street, Bristol, BS1 6BA

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Registration Number: 4389799

DUNS Number: 424021108

SID4GOV ID: Unknown

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated the 05<sup>th</sup> of October 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 2

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7 ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7 ○ Call-Off Schedule 1  
(Transparency Reports) ○ Call-Off Schedule 2 (Staff Transfer) ○  
Call-Off Schedule 3 (Continuous Improvement) ○ Call-Off  
Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) ○ Call-Off Schedule 7 (Key Supplier Staff) ○ Call-Off  
Schedule 9 (Security) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off  
Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 14  
(Service Levels) ○ Call-Off Schedule 15 (Call-Off Contract Management) ○  
Call-Off Schedule 17 (MOD Terms) ○ Call-Off Schedule 20 (Call-Off  
Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off 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 Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Start Date: 07/10/2022

Call-Off Expiry Date: 31/01/2024

Call-Off Initial Period: 1 year and 3 months

Call-Off Optional Extension Period: 3 months

Minimum Notice Period for Extensions: 3 months

Call-Off Contract Value: £332,640.00 (ex VAT)

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

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**Cyber Essentials Scheme**

Not applicable

**Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

**Call-Off Charges**

Time and Materials (T&M)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

**Reimbursable Expenses**

None

**Payment Method**

Contract Purchasing and Finance (CP&F)

**Buyer's Invoice Address**

[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]

**Buyer's Environmental Policy**

Procurement Policy Note – Taking Account of Social Value in the Award of Central Government Contracts, (September 2020), available at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/921437/PPN-06\\_20Taking-Account-of-Social-](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/921437/PPN-06_20Taking-Account-of-Social-)

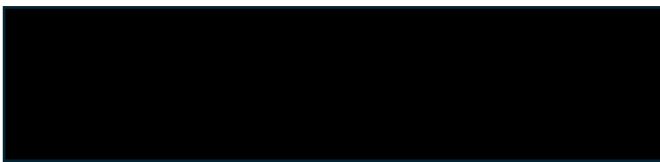
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Value in https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/921437/PPN-06\_20-Taking-Account-of-Social-Value-in-the-Award-of-Central-Government-Contracts.pdf the Award of Central Government Contracts.pdf

#### Buyer's Security Policy

Security policy framework: legal guidance, v7.1, (April 2013), available at:  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/365759/Legal\\_Guidance\\_V7.1\\_Apr-2013.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/365759/Legal_Guidance_V7.1_Apr-2013.pdf)

#### Supplier's Authorised Representative



#### Supplier's Contract Manager



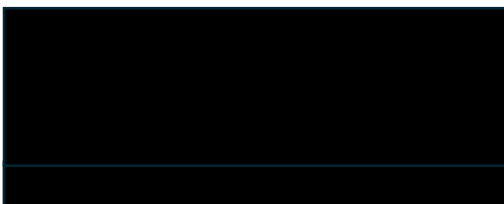
#### Progress Report Frequency

The Progress Report Document needs to be submitted via email by 10:00 hours on the last working day of each calendar month.

#### Progress Meeting Frequency

Weekly team meetings and a monthly 1-2-1 review, either in the format of face to face or via teleconference as requested by the Authority.

#### Key Staff



#### Key Subcontractor(s)

Not applicable

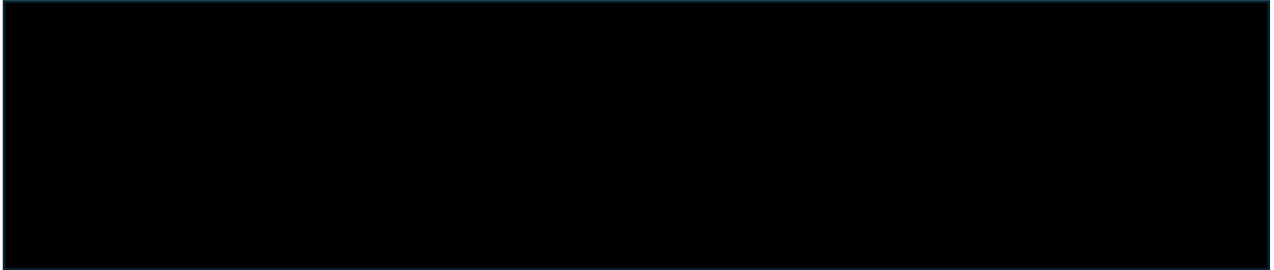
**Commercially Sensitive Information** Not applicable.

**Balanced Scorecard** Not applicable.

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**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):



**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

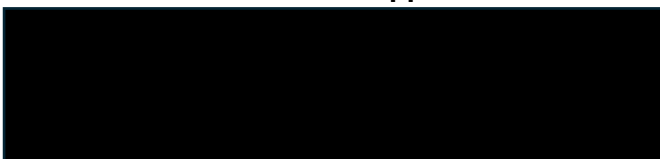
**Social Value Commitment**

Not applicable

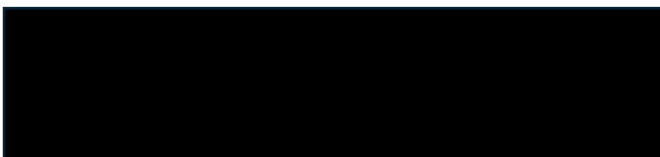
**Statement of Works**

During the Call-Off 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 Call-Off Contract to which this Order Form relates.

**For and on behalf of the Supplier:**



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



**Appendix 1 to Framework Schedule 6**

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- a. Lead from the Military Messaging (MM) Project Team (PT) as a Solution Architect and act as the MOD Point of Contact (POC) for the Contractor to liaise with through the design process to ensure successful delivery of the MM capability into service. There is a requirement to deliver at pace in order to achieve deliver of MM within strict time constraints.
- b. As the MM Solution Architect you will lead from the PT throughout the process of ensuring the MM system achieves successful interoperability with a multitude of end systems and system accreditation by supporting the wider MM PT.
- c. Independently review all design/architecture documents provided by the MM Contractor to the MOD and assist with development of Contractor documentation within specified time constraints.
- d. Identify suitable boundary protection products for the MM system, support the PT in the procurement of suitable products and then lead from the MM PT throughout the integration of boundary protection into the wider system.
- e. Knowledge and understanding of the messaging systems and the applicable standards and JSP's for a TOP SECRET capability to ensure the system is compliant to achieve accreditation.
- f. Act as SME for a number of core skills an Information Systems technologies.
- g. Deliver all architectural documentation such as ADP Stage 3 and 4, Solution Roadmaps, System Interface documents, Concepts, Options, and Terms of Reference. Some documents are to be produced independently; others will be in liaison with third parties such as the MM contractor.
- h. Identify, assess and brief as required a variety of MM stakeholders, ensuring project progress is reported and use escalation routes as appropriate.
- i. Actively engage during risk reviews including the identification of new risks and the production and monitoring of mitigation plans.

**Annex 1 (Template Statement of Work) to Framework Schedule 6**

**1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off 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 Call-Off Contract.

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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 Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:** 09/09/2022

**SOW Title:** Military Messaging (MM) Solution Architect Statement of Work

**SOW Reference:** MM Solution Architect PS105 SOW

**Call-Off Contract Reference:** PS105

**Buyer:** MOD Defence Digital

**Supplier:** People Source Consulting Ltd

**SOW Start Date:** 06/10/22

**SOW End Date:** 31/01/24

**Duration of SOW:** 07/10/22 – 31/01/24, with option to extend by 3 months, pending financial approval

**Key Personnel (Buyer):** [REDACTED]

**Key Personnel (Supplier):** [REDACTED]

**Subcontractors:** Not applicable

## 2. Call-Off Contract Specification – Deliverables Context

**Delivery phase:** Solution Architect to support the MM project through the delivery phase until Initial Operating Capability (IOC) is achieved. **Overview of Requirement:** Delivery

### 2 Buyer Requirements – SOW Deliverables

**Outcome Description:**



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Solution Architect to support the MM project through the delivery phase until Initial Operating Capability (IOC) is achieved.



**Delivery Plan:** Military Messaging

**Dependencies:** Military Messaging 1 Contractor **Supplier Resource**

**Plan:**

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).

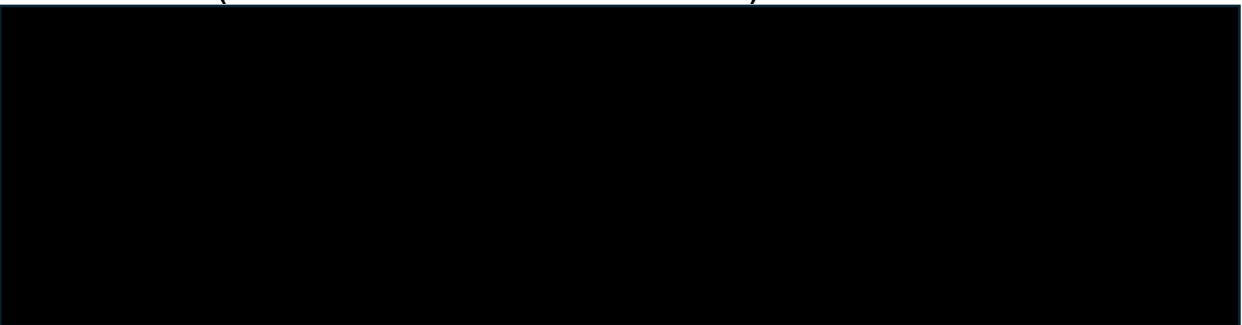
**Security Applicable to SOW:**

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).

**Performance Management:**



**Service Levels (Call-Off Schedule 14 – Service Levels)**



**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.

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**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

**3. Charges**

**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

Time and Material

The estimated maximum value of this SOW (irrespective of the selected charging method) is £332,640.00 (ex VAT)

**Rate Card**

**Statement of Work**

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**Reimbursable Expenses:**

Not applicable

**4. 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 Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

[Redacted Signature Area]

**For and on behalf of the Buyer**

[Redacted Signature Area]

**Annex 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
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Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Not applicable as the Supplier will not be asked to process personal data.</p> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <p>Authority requires personal data in order to arrange onboarding of Supplier personnel including arranging site passes to access the site and issuing IT equipment. For example: name, contact details, DOB, National Insurance number and DV information.</p> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Not applicable as no shared data.</p> <p><b>The Parties are Independent Controllers of Personal Data</b> The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>● Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which</li></ul>
	the Relevant Authority is the Controller.
Duration of the Processing	Not applicable

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Nature and purposes of the Processing	Not applicable as we are processing Supplier data for onboarding.
Type of Personal Data	Name, address, DOB, National Insurance Number, telephone number
Categories of Data Subject	Staff (including Supplier)
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	At the end of the Contract the Supplier is to destroy all data. The MOD will store and destroy the data in accordance with the MOD policy