

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

### Order Form

**Call-Off Reference:** Project\_19230

**Call-Off Title:** New Social Mobility Commission website build - Feb 2023

**Call-Off Contract Description:** The Social Mobility Commission (SMC) monitors progress towards improving social mobility in the UK and promotes social mobility in England. It is an independent statutory body created by an Act of Parliament.

Our current web presence is split between a gov.uk site, and a WordPress website for employers, 'Social Mobility Works'. The gov.uk site is our official web presence, but is limited in functionality, and does not communicate our independence. Social Mobility Works is a more visually appealing site, and allows us more flexibility with the content we produce; however, it currently fails to meet WCAG 2.1 AA accessibility requirements. It also has ongoing issues with maintenance, as SMC editors are unable to e.g. upload new toolkits.

We want to build a new website that showcases the SMC, and the work we do for different groups. There are a large number of social mobility related charities and organisations working in the UK, and many people have not heard of the SMC, or do not understand what we do and why we are relevant to them. The new website will provide a greatly improved user experience.

We have worked with an agency in phase one to create the information architecture (IA) and design of the new site. They will hand over all assets for the build to the developers in late March.

There will be a handover period between the contract being awarded and the assets being delivered from the design agency, during which you would liaise with them to ensure a smooth transition.

**The Buyer:** Social Mobility Commission

**Buyer Address:** Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

**The Supplier:** Simply Zesty Ltd

**Supplier Address:** Macken House, 40 Mayor Street Upper, Dublin D01 C9W8

**Registration Number:** 472417

**DUNS Number:** 985016360

**SID4GOV ID:** N/A

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **24 May 2023**.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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 1: Digital Outcomes**

Digital Outcomes Suppliers will provide Supplier Staff to create teams of 1 or more individuals to research, test, design, build, release, iterate, support and/or retire a digital service. Buyers will define their specific requirements in their Statement of Requirements.

The Supplier must:

- work according to the Technology Code of Practice;
- work according to the GDS Service Manual; and
- understand what it means to work on one of the Discovery, Alpha, Beta, Live or Retirement phases described in the GDS Service Manual.

### **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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - 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)

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

- o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM1043.8
    - o Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
    - o Call-Off Schedule 7 (Key Supplier Staff)
    - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery) **[Optional]**
    - o Call-Off Schedule 9 (Security)
    - o Call-Off Schedule 10 (Exit Management)
    - o Call-Off Schedule 13 (Implementation Plan and Testing)
    - o Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
    - o Call-Off Schedule 15 (Call-Off Contract Management)
    - o Call-Off Schedule 20 (Call-Off Specification)
    - o Call-Off Schedule 26 (Cyber Essentials Scheme) **[Optional]**
- 5 CCS Core Terms (version 3.0.11)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 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 Special Terms

The following Special Terms are incorporated into this Call-Off Contract: None

Call-Off Start Date: 24th May 2023

Call-Off Expiry Date: 23rd May 2024

Call-Off Initial Period: 12 months

Call-Off Optional Extension Period: 1 year

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: up to £[REDACTED] ex VAT


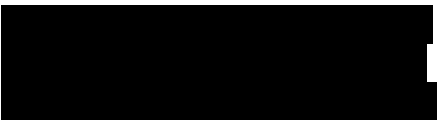




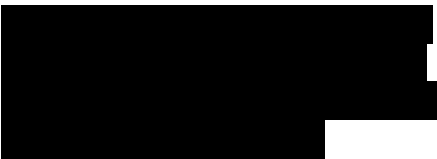









Call-Off Deliverables

Name of Deliverable	Quantity	Delivery date	Location	Details
<div></div>	1	<div>Phase 1 will be delivered by 24<sup>th</sup> August.</div> <div>Phase 2 will follow directly after, go live will be the 7<sup>th</sup> Nov.</div>	N/A	<div></div> <div></div> <div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

	1	14 <sup>th</sup> August, one week scheduled for external review.	N/A	<ul style="list-style-type: none"><li>• </li><li>• </li><li>• </li></ul>
	1	Phase 1, 24 <sup>th</sup> August. Phase 2 will follow thereafter, 7 <sup>th</sup> Nov.	N/A	<ul style="list-style-type: none"><li>• </li><li>• </li><li>• </li><li>• </li><li>• </li></ul>
	1	24 <sup>th</sup> August.	N/A	<ul style="list-style-type: none"><li>• </li><li>• </li><li>• </li><li>• </li><li>• </li></ul>

**Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

### **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 up to £[REDACTED] ex VAT.

### **Call-Off Charges**

Only the Charging method(s) selected may be used in each Statement of Work:

- 1 Capped Time and Materials (CTM) as per the supplier's rate card supplied as part of the supplier's proposal for the tender. The maximum contract value is £[REDACTED] excluding VAT.

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

### **Payment Method**

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and the project reference number and is sent to [contact@socialmobilitycommission.gov.uk](mailto:contact@socialmobilitycommission.gov.uk), quoting the purchase order number, contract reference number and cc'ing the Project Manager, [REDACTED].

The Commission undertakes to pay, or procure that the Department shall pay, correctly submitted invoices within 5 days of receipt. The Commission is obliged to pay, or procure that the Department pays, invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Commission or the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the Contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Contract Manager. The Commission aims to

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

reply to complaints within 10 working days. The Commission shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

The Supplier shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Commission's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Commission shall only be liable for the reimbursement so much (if any) of the expenditure disallowed as, in the Commission's reasonable opinion after consultation with the Supplier, would reasonably have been required for that purpose.

The Supplier shall maintain full and accurate accounts for the Services against the expenditure. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

The Supplier shall permit duly authorised staff or agents of the Commission, the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Commission reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Supplier has used the Commission or the Department's resources in the performance of this Contract.

Invoices shall be prepared by the Supplier monthly in arrears and shall be detailed against the expenditure. The Supplier or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Supplier on the Services in accordance with the Schedule Order Form and that the invoice does not include any costs being claimed from any other body or individual or from the Commission or the Department within the terms of another contract.

The Commission shall, or shall procure that the Department 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. For the purposes of this paragraph, 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.

If this Contract is terminated by the Commission due to the Suppliers insolvency or default at any time before completion of the Service, the Commission shall only be liable under paragraph 1 for the reimbursement of eligible payments made by, or due to, the Supplier before the date of termination.

On completion of the Services or on termination of this Order Form, the Supplier shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Services. The final invoice shall be submitted not later than 30 days after the date of completion of the Services.

The Commission shall not be obliged to pay, or procure the payment of, the final invoice until the Supplier has carried out all the elements of the Service specified as in Schedule 1.

It shall be the responsibility of the Supplier to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Commission or the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Commission shall have no further liability for reimbursement of any kind.

### **Buyer's Invoice Address**

Social Mobility Commission

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

[contact@socialmobilitycommission.gov.uk](mailto:contact@socialmobilitycommission.gov.uk),

Sanctuary Buildings, Great Smith Street, SW1P 3BT

**Buyer's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sanctuary Buildings, Great Smith Street, SW1P 3BT

**Buyer's Environmental Policy**

Please find below the link to the Cabinet Office sustainable development policy:

<https://intranet.cabinetoffice.gov.uk/task/sustainable-development/>

**Buyer's Security Policy**

Please see Annex 2.

**Supplier's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays 2, Clarendon Road, Belfast, BT1 3FD

**Supplier's Contract Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays 2, Clarendon Road, Belfast, BT1 3FD

**Progress Report Frequency**

Weekly

**Progress Meeting Frequency**

Weekly



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

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Key Staff**

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays, 2 Clarendon Rd, Belfast BT1 3FD

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays, 2 Clarendon Rd, Belfast BT1 3FD

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays, 2 Clarendon Rd, Belfast BT1 3FD

[REDACTED]

[REDACTED]

[REDACTED]

Level 7, City Quays, 2 Clarendon Rd, Belfast BT1 3FD

All staff are on Simply Zesty payroll.

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

Not applicable

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

**Material KPIs**

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

**A. KPI: Performance to pay process**

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

=====

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

In accordance with an agreed performance to pay process, the Supplier shall submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

### Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 Working Days of the prescribed dates <ul style="list-style-type: none"><li>• Inputs are incomplete or inaccurate</li></ul>	Inputs are later than 5 Working Days in the prescribed performance to pay process Inputs contain significant errors

### B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The Supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

### Measurement

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

### C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled Supplier Staff and/or facilities.

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Measurement**

<b>Met</b>	<b>Partially met</b>	<b>Not met</b>
<ul style="list-style-type: none"><li>· No behavioural problems identified</li><li>· Buyer workshops attended and positive contributions made</li><li>· Added value recognised by the programme above provision of compensated skilled resource/facilities</li></ul>	<ul style="list-style-type: none"><li>· Some minor behavioural problems</li><li>· Supplier only attends some workshops or provides minor contributions</li><li>· Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant</li></ul>	<ul style="list-style-type: none"><li>· Significant behavioural problems</li><li>· Supplier contributions are rare or insignificant and shows little interest in working with other suppliers</li><li>· No added value contributions recognised by the programme</li></ul>

**D. KPI: People in place (Delivery)**

All Supplier resources delivering Services for the Contract are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

**Measurement**

<b>Met</b>	<b>Partially met</b>	<b>Not met</b>
<ul style="list-style-type: none"><li>· No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required</li><li>· No problems identified with quality of work or state of facility</li><li>· Supplier is making positive team contributions</li><li>· Supplier skills or facilities meet the standards expected</li></ul>	<ul style="list-style-type: none"><li>· Minor issues noted with quality of work or standard of facilities</li><li>· Few contributions made within team</li></ul>	<ul style="list-style-type: none"><li>· Resource is swapped out from project due to deficiency in skill-set or change of facility is required</li><li>· Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one Month to another)</li><li>· Significant issue with quality of work or facility noted in a Month</li></ul>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

--	--	--

**Service Credits**

Not applicable

**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:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date:04.07.2023

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

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 27/07/2023

## **Appendix 1**

### **Annex 1 (Template Statement of Work)**

#### **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.

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:** Wednesday 24 May 2023

**SOW Title:** New Social Mobility Commission website build

**SOW Reference:** Project\_19230

**Call-Off Contract Reference:** Project\_19230

**Buyer:** Social Mobility Commission

**Supplier:** Simply Zesty Ltd

**SOW Start Date:** 24 May 2023

**SOW End Date:** 23 May 2024

**Duration of SOW:** 12 months

**Key Personnel (Buyer):**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

### Key Personnel (Supplier):


### Subcontractors:

Not applicable

## 2 Call-Off Contract Specification – Deliverables Context

### SOW Deliverables Background:

The Social Mobility Commission (SMC) monitors progress towards improving social mobility in the UK and promotes social mobility in England. It is an independent statutory body created by an Act of Parliament.

Our current web presence is split between a gov.uk site, and a WordPress website for employers, 'Social Mobility Works'. The gov.uk site is our official web presence, but is limited in functionality, and does not communicate our independence. Social Mobility Works is a more visually appealing site, and allows us more flexibility with the content we produce; however, it currently fails to meet WCAG 2.1 AA accessibility requirements. It also has ongoing issues with maintenance, as SMC editors are unable to e.g. upload new toolkits.

We want to build a new website that showcases the SMC, and the work we do for different groups. There are a large number of social mobility related charities and organisations working in the UK, and many people have not heard of the SMC, or do not understand what we do and why we are relevant to them. The new website will provide a greatly improved user experience.

We have worked with an agency in phase one to create the information architecture (IA) and design of the new site. They will hand over all assets for the build to the developers.

There will be a handover period between the contract being awarded and the assets being delivered from the design agency, during which you would liaise with them to ensure a smooth transition.

Our ultimate objective is to create a United Kingdom where the circumstances of someone's birth do not determine their outcomes in life.

This work will achieve this in part by raising awareness of the SMC, what social mobility is and how people can play their part in improving it, as well as providing information to a variety of audiences. The new website will ensure that our valuable resources can be shared more widely, and that we can support a much wider range of people on their social mobility journey.

In order to achieve this, we want to build a new site that will provide a clear, engaging

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

overview of who we are and what we do.

- We want a website that will pull together the disparate content that currently exists on two separate platforms into one.
- We want to ensure that, by having a single web presence, we consolidate our content and visual identity, increasing awareness of the SMC and our work
- We also want to ensure we have the ability to build subdomains, for specific audience groups, with branding they can resonate with, so that that we can meet their needs

### **Reach new audiences to promote the SMC and provide information**

Our current websites are frequented predominantly by employers, policymakers and researchers. Many of these users are already highly engaged and often knowledgeable about social mobility.

We would like to now expand to new audiences, and create a single website containing all of our content for a variety of users. We would also like to prepare our site for a future phase of website development, which will see the growth of sections aimed at young people and families into larger platforms, with their own separate branding.

We want to ensure that the website is optimised for search engines to improve our visibility online.

### **Improve the user experience for visitors**

When different audiences reach our site, we need it to be as easy to navigate and use as possible. We want to create a user-friendly interface that makes it easy for customers to find the information they need quickly and efficiently. Additionally, we aim to provide an engaging and interactive experience for our users, incorporating multimedia elements such as videos and images, as well as an interactive tool for measuring how well an organisation is currently doing when it comes to social mobility.

### **Improve content management for the SMC**

We would like to address functionality limitations that we have identified when updating and adding content to the site, allowing us to have more control over our content. This means we can adapt more quickly and easily to the needs of our users and take responsibility for the majority of the day to day content management of the site. We need the successful supplier to use a CMS which will allow the SMC secretariat to upload and edit content quickly and easily.

**Delivery phase(s):** Discovery, Alpha, Beta, Live

**Overview of Requirement:**

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

### 3 Buyer Requirements – SOW Deliverables

#### Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	[REDACTED]	Phase 1 delivery by 25 <sup>th</sup> August – go live scheduled for the 24 <sup>th</sup> August.  Phase 2 delivery by 7 <sup>th</sup> November.	24 <sup>th</sup> August & 7 <sup>th</sup> November
MS02	[REDACTED]	During phase 1 of the site build	WB 14 <sup>th</sup> August ahead of go live
MS03	[REDACTED]		Phase 1: 24 <sup>th</sup> August Phase 2: 7 <sup>th</sup> November
MS04	[REDACTED]		From July 2023 (the site must be hosted as built ahead of go live)

**Delivery Plan:** The development will be broken into two phases to help deliver the site by 24<sup>th</sup> August.

Zesty will be building front end using our own approach to accessibility and mobile/tablet responsiveness; this is best practice and the approach we take with all our government clients, however it will not be following Redstone's exact instructions for how they had intended their designs to be interpreted for those devices.

Phase 1 will include the following pages:

- Homepage
- Index 2a
- Index 2c with filter
- Index 2d with toggle filter
- Index 2e (people)
- Text 3a
- Text 3b (news/blog)
- Contact 5



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

Call-Off Ref: RM1043.8

Crown Copyright 2022

Zesty will be building all key blocks for the pages noted above. Any still to be addressed for phase 2 will be addressed immediately after the Phase 1 CMS build and go live on the 24<sup>th</sup> August.

Phase 2 will include the following pages:

- Index 2b
- Text page 3c & 3d
- Stages questionnaire a & b

The attached Gantt Pro provides a timeline for both Phase 1 and Phase 2 of this site development.



### Dependencies: include

1. Design file handover.
2. Project sign off at each stage.
3. External testing.

**Supplier Resource Plan:** Following a review of the design files the resource plan for the delivery of this website project is as follows:

Resource Activity	Type of Cost  (i.e., project management or admin costs)	Personnel	Total days
Front- end development	Technical	Senior Front-end Developer	
Back-end (CMS) development	Technical	Senior Software Developer & Junior Developer	
Content Population	Technical & Client Services	Junior Developer & Account Manager	
Website Testing	Testing	QA Lead & Senior Developer	
Accessibility Audit	External body	N/A	

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

Pen Test	External Body	N/A	
Project management	Technical	Head of Development	

### 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 Essentials Scheme:

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, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

### SOW Standards:

N/A

### Performance Management:

As above

### 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:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
		Full-time employee	On Simply Zesty payroll
		Full-time employee	On Simply Zesty payroll

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

		Full-time employee	On Simply Zesty payroll
		Full-time employee	On Simply Zesty payroll
		Full-time employee	On Simply Zesty payroll
		Full-time employee	On Simply Zesty payroll

**4 Charges****Call Off 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 up to £[REDACTED] excluding VAT.

**Rate Cards Applicable:**

Activity	Type of Cost (i.e. project management or admin costs)	Personnel
Day rates:		
[REDACTED]	Project Management	Project Manager
[REDACTED]	Technical	Senior Front-end Developer
[REDACTED]	Technical	Senior Software Developer
[REDACTED]	Technical	Junior Developer
[REDACTED]	Technical	Head of Development
[REDACTED]	Client Services/ Governance	Head of Client Services

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

		Testing	QA Lead
--	--	---------	---------

**Reimbursable Expenses:**

None

**5 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**

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

**For and on behalf of the Buyer**

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

## **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:

<b>Description</b>	<b>Details</b>
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> <ul style="list-style-type: none"><li>• General Enquiries Form includes the following:<ul style="list-style-type: none"><li>○ First name</li><li>○ Last name</li><li>○ Email Address</li><li>○ Message box</li><li>○ (All fields are required)</li></ul></li><li>• Press Enquiries form<ul style="list-style-type: none"><li>○ First name</li><li>○ Last name</li><li>○ Organisation /Outlet</li><li>○ Email Address</li><li>○ Message box</li><li>○ (All fields are required)</li></ul></li><li>• Speaker Requests form<ul style="list-style-type: none"><li>○ First name</li><li>○ Last name</li><li>○ Organisation</li><li>○ Event title</li><li>○ Event date</li><li>○ Event location</li><li>○ Preferred speaker</li><li>○ Message box</li><li>○ (All fields are required)</li></ul></li></ul>
Duration of the Processing	For the duration of the call off contract term
Nature and purposes of the Processing	<p>The data will be collected when individuals/ organisations complete an online contact form on the website. The data which will be collected is the following:</p> <ul style="list-style-type: none"><li>• General Enquiries Form includes the following:<ul style="list-style-type: none"><li>○ First name</li></ul></li></ul>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

	<ul style="list-style-type: none"> <li>○ Last name</li> <li>○ Email Address</li> <li>○ Message box</li> <li>○ (All fields are required)</li> <li>● Press Enquiries form <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Organisation /Outlet</li> <li>○ Email Address</li> <li>○ Message box</li> <li>○ (All fields are required)</li> </ul> </li> <li>● Speaker Requests form <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Organisation</li> <li>○ Event title</li> <li>○ Event date</li> <li>○ Event location</li> <li>○ Preferred speaker</li> <li>○ Message box</li> <li>○ (All fields are required)</li> </ul> </li> </ul> <p>The data collected will be stored on the Commission's CRM and will be deleted when no longer required or when the individual/ organisation requests for the data to be deleted.</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>● General Enquiries Form includes the following: <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Email Address</li> <li>○ Message box</li> <li>○ (All fields are required)</li> </ul> </li> <li>● Press Enquiries form <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Organisation /Outlet</li> <li>○ Email Address</li> <li>○ Message box</li> <li>○ (All fields are required)</li> </ul> </li> <li>● Speaker Requests form <ul style="list-style-type: none"> <li>○ First name</li> <li>○ Last name</li> <li>○ Organisation</li> <li>○ Event title</li> <li>○ Event date</li> <li>○ Event location</li> <li>○ Preferred speaker</li> <li>○ Message box</li> <li>○ (All fields are required)</li> </ul> </li> </ul>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

Categories of Data Subject	Customers/ clients Users of a particular website
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	The supplier will destroy any personal data as part of the preparation for the end of the Contract.

## Annex 2: SMC Security Standards

### SMC Security Standards for Business Services and ICT Contracts

“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>
Cabinet Office	Supports the Prime Minister and ensures effective running of the UK Government. <a href="https://www.gov.uk">Cabinet Office - GOV.UK (www.gov.uk)</a>
“CCSC” “Certified Cyber Security Consultancy”	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy">https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</a>
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: <a href="https://www.ncsc.gov.uk/scheme/certified-professional">https://www.ncsc.gov.uk/scheme/certified-professional</a>
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

<p>“CPA”</p> <p>“Commercial Product Assurance”</p> <p>[formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by the government, the wider public sector and industry. See website: <a href="https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa">https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</a></p>
<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers: <a href="https://www.iasme.co.uk/apply-for-self-assessment/">https://www.iasme.co.uk/apply-for-self-assessment/</a></p>
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Sensitive Personal Data” “Data Subject”,</p> <p>“Process” and</p> <p>“Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 1998</p>
<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
<p>“Departmental Security Standards”</p>	<p>means the Department’s security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.</p>
<p>“Digital Marketplace / GCloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G- Cloud framework.</p>



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

Call-Off Ref: RM1043.8

Crown Copyright 2022

“The Commission” “SMC”	means the Social Mobility Commission
“FIPS 140-2”	this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.
“Good Industry Practice” “Industry Good Practice”	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
“Good Industry Standard” “Industry Good Standard”	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
“GSC” “GSCP”	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
“HMG”	means Her Majesty’s Government
“ICT”	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
“ISO/IEC 27001” “ISO 27001”	is the International Standard for Information Security Management Systems Requirements
“ISO/IEC 27002” “ISO 27002”	is the International Standard describing the Code of Practice for Information Security Controls.
“ISO 22301”	is the International Standard describing for Business Continuity
“IT Security Health Check (ITSHC)” “IT Health Check (ITHC)” “Penetration Testing”	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

"Need-to-Know"	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) formerly CESG is the UK government's National Technical Authority for Information Assurance. The NCSC website is <a href="https://www.ncsc.gov.uk">https://www.ncsc.gov.uk</a>
"OFFICIAL" "OFFICIAL-SENSITIVE"	the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services. the 'OFFICIAL-SENSITIVE' caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.
"Secure Sanitisation"	Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by "Information Assurance Standard No. 5 - Secure Sanitisation" ("IS5") issued by the former CESG. Guidance can now be found at: <a href="https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media">https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</a>
	The disposal of physical documents and hardcopy materials advice can be found at: <a href="https://www.cpni.gov.uk/secure-destruction">https://www.cpni.gov.uk/secure-destruction</a>
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: <a href="https://www.ncsc.gov.uk/articles/about-certified-professional-scheme">https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</a>
"SPF" "HMG Security Policy Framework"	This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

"Tailored Assurance" [formerly called "CTAS", or, "CESG Tailored Assurance"]	is an 'information assurance scheme' which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. <a href="https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology">https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology</a>
--	---

### 1.1. Departmental Security Standards Clauses

- 1.2. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.
- 1.3. Where the Contractor will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of SMC, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016, or any subsequent updated document, are mandated; that "contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme". The certification scope must be relevant to the services supplied to, or on behalf of, SMC
- 1.4. The Contractor shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.5. The Contractor shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the services supplied to, or on behalf of, SMC. The scope of certification and the statement of applicability must be acceptable, following review, to SMC, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.6. Certification Requirements:
- 1.6.1. The Supplier shall ensure, at all times during the Call-Off Contract Period, that it is certified as compliant with:
  - 1.6.2. ISO/IEC 27001:2013 by a UKAS approved certification body or are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
  - 1.6.3. Cyber Essentials PLUS, and shall provide the Buyer with a copy of each such certificate of compliance before the Supplier or the relevant Subcontractor (as applicable) shall be permitted to use the Core Information Management System to receive, store or Process any Government Data.
- 1.7. The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 1.8. Departmental Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Contractor's or sub-contractor's own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Departmental Data then the Contractor and any subcontractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.15.
- 1.9. The Contractor shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 1.10. The Contractor shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Departmental Data.
- 1.11. The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to: physical security controls; good industry standard policies and process; antivirus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 1.12. Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to FIPS 140-2 standard or a similar method approved by the Department prior to being used for the transfer of any Departmental Data.
- 1.13. Storage of Departmental Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.13 and 1.14 below.
- 1.14. Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS 140-2 standard or another encryption standard that is acceptable to the Department.
- 1.15. All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Departmental Data to deliver and support the service, shall be under the control and configuration management of the contractor or subcontractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS 140-2 standard or another encryption standard that is acceptable to the Department.
- 1.16. Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.17. When necessary to hand carry removable media and/or hardcopy paper documents

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.

- 1.18. At the end of the contract or in the event of equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Contractor's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.19. Access by Contractor or sub-contractor staff to Departmental Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted.
- 1.20. All Contractor or sub-contractor employees who handle Departmental Data must have annual awareness training in protecting information.
- 1.21. The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.22. Any suspected or actual breach of the confidentiality, integrity or availability of Departmental Data being handled in the course of providing this service, or any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Department by a method agreed by both parties.
- 1.23. The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.24. The Contractor or subcontractors providing the service will provide the Department with full details of any storage of Departmental Data outside of the UK or any future intention to host Departmental Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Contractor or

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

subcontractor will not go ahead with any such proposal without the prior written agreement from the Department.

- 1.25. The Department reserves the right to audit the Contractor or subcontractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any subcontractors, compliance with the clauses contained in this Section.
- 1.26. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.
- 1.27. The Contractor and subcontractors shall undergo appropriate security assurance activities as determined by the Cabinet Office. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA).
- 1.28. The Contractor may be required to complete a Security Management Plan (SMP).