

This document has been redacted to remove any commercially sensitive information and is now classified as DCC Public.

Should you have any queries, please contact
SmartDCCCommercial@SmartDCC.co.uk

DCC Framework Call-Off Contract

Penetration Testing

Call-Off Contract Ref: DCC0041 v3.0

[Bidder Note: DCC may refine this template further during the procurement process]

This Call-Off Contract is entered into between the following parties, pursuant to the MSA entered into between them upon 1st April 2020: -

- (1) **SMART DCC LIMITED** a company registered in England and Wales under company number 8641769 whose registered office is at 30 Berners Street, London, England, W1T 3LR ("DCC").
- (2) **CAPITA IT SERVICES LIMITED** a company registered in Scotland under company number SC045439, whose registered office is Pavilion Building Ellismuir Way, Tannochside Park, Uddingston, Glasgow, G71 5PW, ("Contractor").

Capitalised terms mean the same as set out in the MSA or this Call-Off Contract.

1. Call-off Contract Terms and Conditions

The terms of the Call-Off Contract shall be as set out in the table below.

Category	Agreed Term
Start Date	16.07.2020
End Date	[07.10.2020
Total Duration	2 Months
Extension	This call off contract cannot be extended
Services	The Contractor shall provide the Services specified in Section 2 of this Call-Off Contract
Charges	The Charges for the Services set out in this Call-Off Agreement shall be as set out in Section 3 of this Call-Off Contract
Will the Services be tested in accordance with Clause 8 of the MSA?	No
Will Service Levels and/or Service Credits apply to the Services?	No
Is a Security Management Plan required pursuant to Schedule 2.5 of the MSA?	No

List out the categories of Data which either party may receive from the other.	Business contact data User profile with associated credentials for testing
Contractor to specify the geographical locations where the Contractor will host Data pursuant to this Call-Off Contract.	N/A ██████████ will take configurations/extracts from components away for analysis. This will be completed within the UK.
List Contractor Background IPR to be used as part of the Services and the party so using.	██████████ will be using their own tooling to complete this Call-off
List Bespoke IPR to be developed as part of the Services.	N/A
List any DCC Background IPR to be used as part of the Services.	N/A
List of any third parties who may be entitled under the Contracts (Rights of Third Parties) Act 1999	████████████████████
Processing of Personal Data	
Nature and purpose of Processing.	Business contact data – planning/communication
List out the categories of Personal Data which are to be Processed by the Contractor on behalf of the DCC.	Data Processor Business Contact data
Categories of Data Subjects.	
Duration of Personal Data Processing	Duration as stated in Call-off contract

2. Description of Services

2.1 Background

- 2.1.1. This call-off has been written in response to DCC submitting 'Capita Cyber Security Pen Test Request Form - DCC EIT March 2020 (15-05-2020)' on 04/06/2020'
- 2.1.2. Further clarification from DCC has stated that the purpose of this call off is for a one-off penetration test covering EIT deliverables as covered in scope
- 2.1.3. After call-off was initially issued to DCC a request came to include IOS MDM and some funding for re-testing into scope these items have been added in version DCC0041.1
- 2.1.4. At request from DCC Capita have sought an external third-party [REDACTED] to undertake these works, version DCC0041.2 is issued using this preferred supplier

2.2 Deliverables

- 2.2.1. This call-off includes the following high-level deliverables:
 - (a) Planning of DCC Penetration Test
 - (b) Undertaking of DCC Penetration Test
 - (c) Reporting Results of DCC Penetration Test
- 2.2.2. Full scope of the penetration test is listed within the request form embedded within the In Scope (2.3) Section of this document.

2.3 In Scope

- 2.3.1. Under the terms of this call off third party [REDACTED] will undertake a penetration test of the DCC estate as documented within the attached 'Capita- Smart DCC Separation - ITHC SOW OP009534 v1.0.pdf'



Capita- Smart DCC Separation - ITHC SO'

- 2.3.2.
- 2.3.3. Please note that all scope, assumptions, dependencies and T&Cs stated by [REDACTED] are applicable to this call off.
- 2.3.4. Technology Solutions to provide;
 - (a) Project management support for the Capita deliverables and liaison to DCC for DCC deliverables between Capita or [REDACTED]
 - (b) Where necessary facilitate devices, user accounts and credentials for penetration testing team (DCC to provide devices, TS to provide configuration)
 - (c) Provide access to data centre infrastructure and make suitable personal available for review of code i.e. secure screen sharing for MDM and Firewall configuration reviews.
 - (d) Solution Architect and Lead Technical Consultants to produce feedback and remediation roadmap.
- 2.3.5. 5 additional days have been scoped and commercially included for re-test activity subject to [REDACTED] availability

2.4 Out of Scope

- 2.4.1. The following aspects of the solution will be out-of-scope for this Call-Off Contract:
 - (a) Any Remedial activity suggested by penetration testing results (where no contractual obligation to meet a remedial activity exists)

- (b) The remediation of any SharePoint, or any other configurations under DCC control
- (c) Rerunning of the penetration testing
- (d) Any scope not explicitly stated
- (e) For the avoidance of doubt any total systems components such as S1MRS or FTP are out of scope.

2.5 Dependencies

2.5.1. The following high-level dependencies have been outlined:

- (a) Delivery of DCC Tasks as identified in this document and its attachments as reasonably requested throughout the duration of this call off contract
- (b) Penetration testing will require physical access to each site and each comm room to be facilitated/hosted by DCC
- (c) Penetration testing will require each type of device being tested made available to the test team for the duration of the penetration test (1x EIT 'Workspace Agility' Laptop Device, 1x Capita CMD Device, 1x Corporate Mobile Device Android, 1x Corporate Mobile Device IOS)
- (d) Penetration testing will require suitable accounts and privileges made available and any associated licencing
- (e) Network Migration needs to have occurred in order to penetrate test the final user configuration. If not available, the POC/UAT environment will be tested in its place

2.6 Tasks for DCC

2.6.1. The following tasks outlined will need completion by DCC for the call-off to be completed;

- (a) Provision of devices for penetration testing (laptops, mobile phones) as stated in dependencies
- (b) Facilitate site access as requested, including access to comms rooms. Please note access will be needed to each site, and each comm rooms. Throughout the duration of the test it is possible sites may need to be revisited
- (c) Completion of any paperwork required to allow third party [REDACTED] access to DCC sites and systems

2.7 Assumptions

- 2.7.1. Due to the current COVID-19 restrictions a final decision on which elements of the penetration test should happen on site has yet to have been made. There are a number of actives which could happen remotely. If so additional costs for couriers/facilitation may apply
- 2.7.2. The current proposal assumes that all activity will happen on site
- 2.7.3. It is assumed that Penetration Testing is not part of the EIT programme critical path or a prerequisite for User Migration
- 2.7.4. 5 additional days have been included for potential retesting – this is subject to [REDACTED] resource availability. Please note breakdown of effort in the quote may not be reflective of the effort require to re-test. For example, Item 1 External Penetration Test may state 1 day's effort, retesting may be 0.5 days or 2 dependant on initial outcome
- 2.7.5. DCC liable for any programme delay and associated costs as a result from DCC remediation activity of DCC controlled solutions such as but not limited to SharePoint

2.8 Risks

- 2.8.1. Potential that retest resource assumption, 5 days, does not cover the full requirement for retest. As this will only be known after initial testing has been completed. Potential that additional commercial terms will be required

3. Details of Charges

3.1 All pricing is quoted on [REDACTED] with all works carried out within normal Monday to Friday daytime working hours with the exception tasks delivered under Change Control, which will be provided out-of-hours.

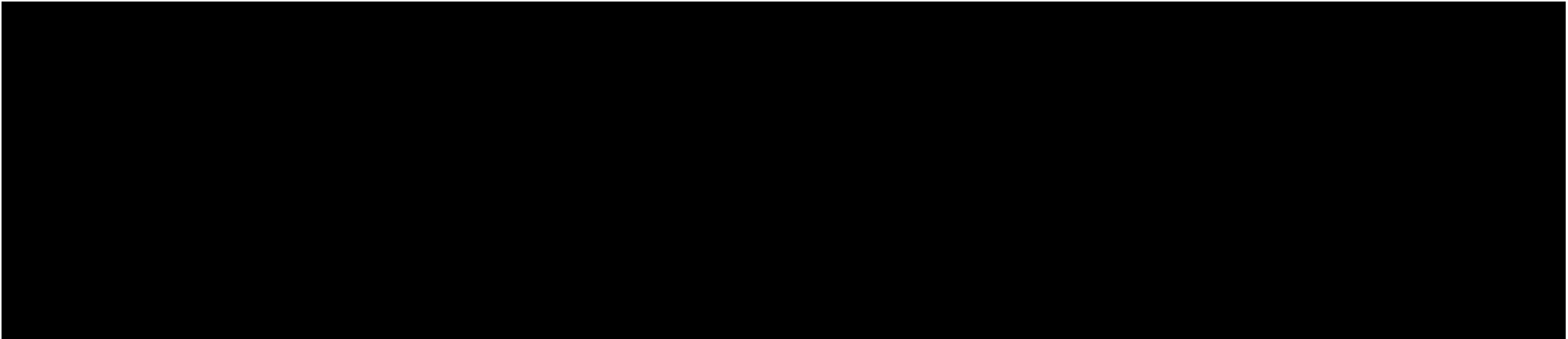
3.2 Pricing is based on the Capita contractual day rates, all pricing will be subject to indexation (RPI)

3.3 If for any reason DCC should alter the scope of the deliverables after Technology Solutions has provided costs, Technology Solutions reserves the right to amend the costs provided to account for any such changes.

3.4 Setup - One off Charges

3.4.1. Set up charges [REDACTED] which will be charged at the prevailing rate at time of invoicing

(a) Technology Solutions Labour Costs [REDACTED]



(b) One Off Set Up/Implementation Charges

(i) [REDACTED]

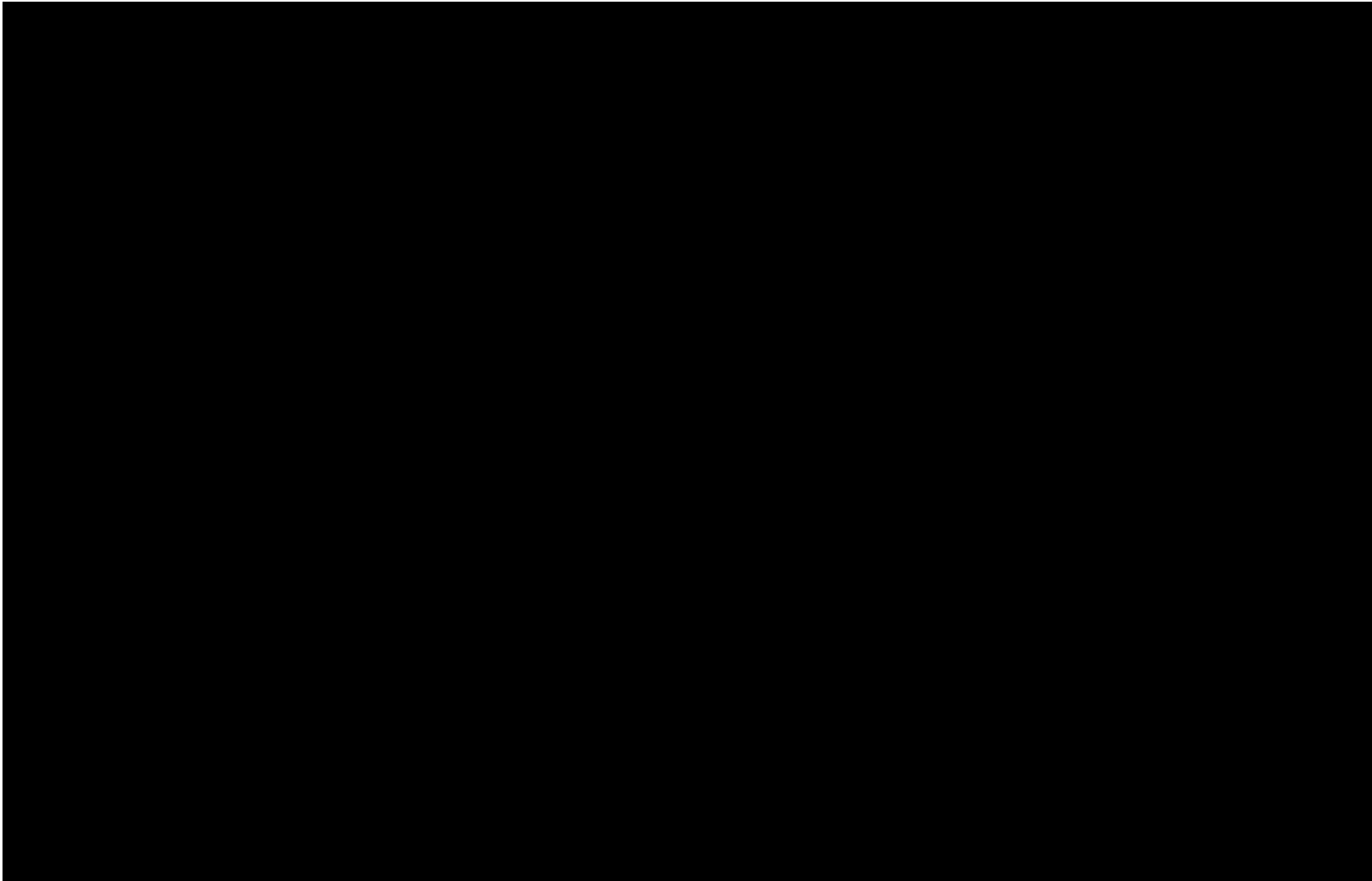
(ii) [REDACTED]

3.4.2. Please note the T&Cs from [REDACTED] quotation, no travel or expenses are included and will be recharged at cost.

3.4.3. Please note there are no ongoing costs associated with this Call-Off contract

3.5 Milestones

3.5.1. The following milestones will be applicable during this call-off:



4. Service Levels, KPIs and Service Credits

4.1 Not Used

5. Governance

5.1 Service Levels are only applicable during the operative hours of the service desk stated in this Schedule. Any Support Requests that arrive outside of these times will be carried forward to the next working day.

5.2 If the Contractor misses Service Level for Incidents as per the non-conformance limits defined above, then the Contractor Solution would be deemed to be in non-conformance and will be dealt with in accordance with the Agreement.

5.3 The adherence to Service Levels by the Contractor in connection with the Support Service may depend upon on DCC's compliance with relevant obligations in this Agreement. Where that is the case and DCC fails to perform its obligations and/or fails to cooperate in a prompt manner to resolve any issues impacting performance ("DCC Failure"), and providing there is no overriding Contractor fault, the Contractor shall be entitled to proportionate relief from Service Credits in relation to the DCC Failure.

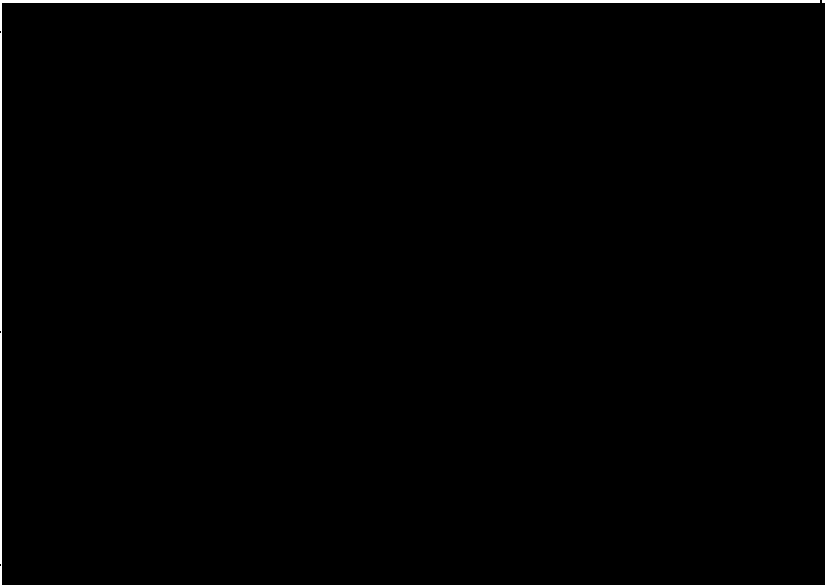
6. Reports and Documents

6.1 Not Used

7. Special Terms

7.1 Not Used

8. Approvals

Approval to Engage	
In signing the below DCC agree to the engagement of the work items listed above under the terms of the Master Services Agreement	
For and on behalf of CAPITA IT Services Limited:	
For and on behalf of Smart DCC Limited:	