

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	PROC 625-2023
CALL-OFF TITLE:	Digital Transformation Partner
CALL-OFF CONTRACT DESCRIPTION:	The Competition and Markets Authority (CMA) seeks a transformation partner to work with our existing teams and frontline services to help us design and implement the next phase of our digital transformation programme.
THE BUYER:	Competition and Markets Authority (CMA)
BUYER ADDRESS	The Cabot, 25 Cabot Square, London, E14 4QZ
THE SUPPLIER:	[Cyber Duck] Ltd
SUPPLIER ADDRESS:	CACI House, Kensington Village, Avonmore Road, London, W14 8TS
REGISTRATION NUMBER:	04356226
DUNS NUMBER:	423685648
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04/12/2023.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):

Lot 2: Digital Specialists

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)

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- Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 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:

N/A

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CALL-OFF START DATE:	05 January 2024
CALL-OFF EXPIRY DATE:	04 January 2025
CALL-OFF INITIAL PERIOD:	1 year 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	1x 12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	£499,665 plus VAT
KEY SUB-CONTRACT PRICE:	N/A

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 set out in FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

N/A

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £499,665.

CALL-OFF CHARGES

A combination of two or more of the above Charging methods.

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

N/A

PAYMENT METHOD

The frequency of invoicing is monthly in arrears via BACS

All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO referenced.

BUYER'S INVOICE ADDRESS:

Accounts Payable

Invoices@cma.gov.uk

0203 738 6000

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Bi-weekly emailed to Project Manager by Monday by 10am

PROGRESS MEETING FREQUENCY

Meet Bi-weekly.

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Worker Engagement Status is outside IR35 and there is not a requirement to issue a Status Determination Statement.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

- Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.
- All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract which is not publicly available on the Digital Marketplace. Disclosure of which may affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'.
- The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.
- All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade

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and generate profit and provide the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier.

- Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references)

BALANCED SCORECARD

N/A

MATERIAL KPIs

N/A

CREDITS

N/A

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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 there in 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:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix 1

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	27 November 2023
SOW Title:	Digital Transformation
SOW Reference:	PROC 625-2023

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Call-Off Contract Reference:	PROC 625-2023
Buyer:	Competition and Markets Authority (CMA)
Supplier:	Cyber Duck Ltd
SOW Start Date:	04 December 2023
SOW End Date:	12 months
Duration of SOW:	12 months
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	The Deliverables Background is more particularly described in the Buyer's tender documentation and the Supplier's response submitted 18/10/2024.
Delivery phase(s)	Discovery
Overview of Requirement	<p>Workstreams to be delivered:</p> <ul style="list-style-type: none"> Stream 1: Systematic mapping of the transformation opportunities across all current frontline areas. Stream 2: Developing digitally enabled processes for our new functions. Stream 3: Cross-organisation digital skills strategy Stream 4: Working group to monitor developments in AI and their potential application within the CMA. Stream 5: Portfolio of projects addressing known needs and opportunities already identified.
Accountability Models	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	Work with CMA's existing teams and frontline services to design and implement the next phase of our digital transformation programme.		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
Actually delivery dates to be inline with the above supplier proposal and confirmed at kick off.			
Delivery Plan	To be agreed		
Dependencies	To be agreed		
Supplier Resource Plan	To be agreed		
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 Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		

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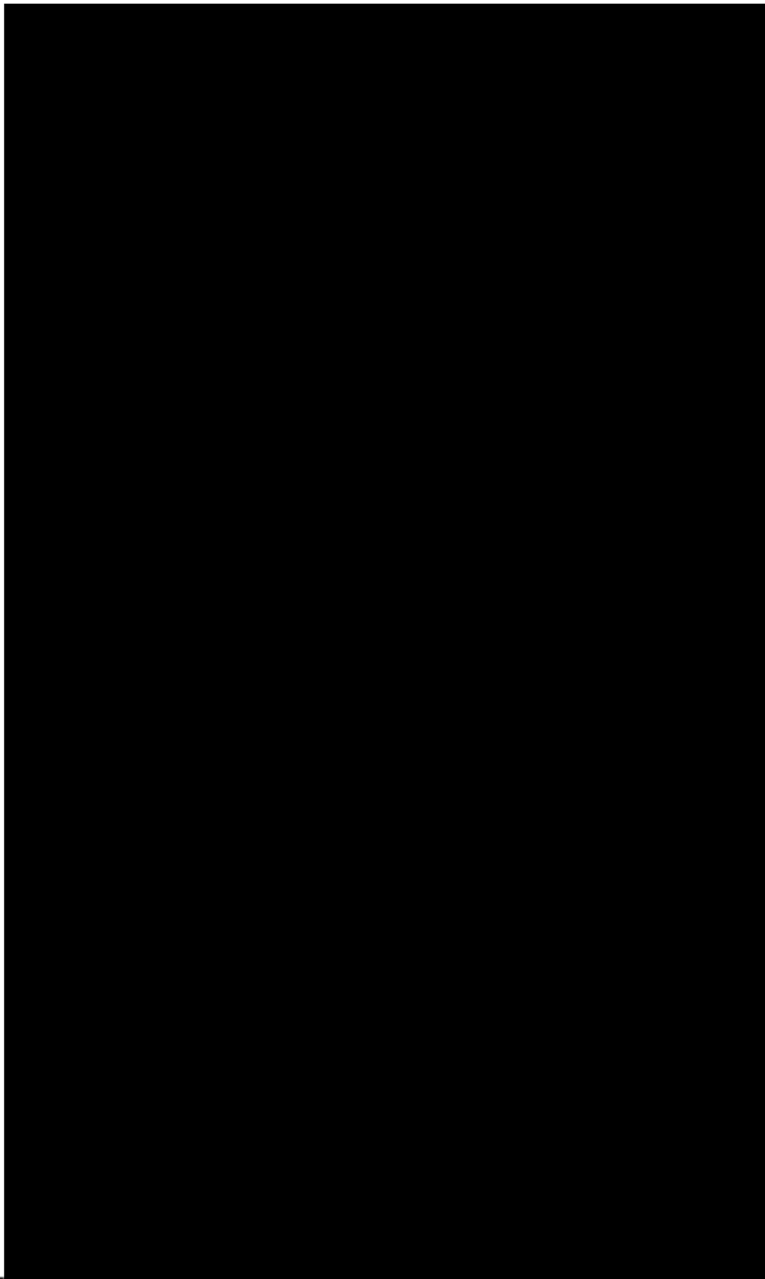
SOW Standards	Both parties will work in-line with the GOV.UK Service Standard: https://www.gov.uk/service-manual/service-standard
Performance Management	N/A
Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex1 attached to this Statement of Work.
Key Supplier Staff	<div></div>

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Worker Engagement Status	Not applicable
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4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none">• Capped Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £499,665 plus VAT</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>

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Rate Cards Applicable	
Financial Model	<i>Capped T&M</i>
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

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	
For and on behalf of the Buyer	

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
Duration of the Processing	<i>Term of the agreement</i>
Nature and purposes of the Processing	<i>To be confirmed following project kickoff once we have mutually agreed the nature and purposes of the Processing.</i>
Type of Personal Data	<i>To be confirmed following project kickoff once we have mutually agreed the Type of Personal Data.</i>
Categories of Data Subject	<i>To be confirmed following project kickoff once we have mutually agreed the Categories of Data Subject.</i>
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	<i>To be confirmed following project kickoff once we have mutually agreed the the plan for return and destruction of the data.</i>

