



Crown  
Commercial  
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: DDaT21249 – Digital Outcomes and Specialists opportunity 14945

Call-Off Title: UK SBS DDaT21249 UKSA SST Programme Beta Phase

Call-Off Contract Description: UK Space Agency is seeking to partner with a highly skilled and proven supplier with extensive knowledge of working to Government Digital standards to successfully undertake a Beta phase to build a digital service to enable the sharing of Space Surveillance and Tracking data between UKSA and industry satellite operators.

The Buyer: UK Space Agency

Buyer Address: Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ.

The Supplier: 2020 DELIVERY LIMITED Trading as The PSC

Supplier Address: WeWork, 30 Stamford Street, London, SE1 9LS.

Registration Number: 05671510

DUNS Number: 348733176

SID4GOV ID: n/a

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

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated Tuesday 14th September 2021.

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 1: Digital Outcomes

### **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 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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

- 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 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

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 Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

None

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

Call-Off Start Date: Tuesday 14th September 2021

Call-Off Expiry Date: Thursday 31st March 2022

Call-Off Initial Period: 6 Months

Call-Off Optional Extension Period: 49.5 calendar days (25% of 6 Month Call-Off Initial Period) and £119,000.00 excluding VAT (25% of 6 Month Initial Call-Off Contract Value)

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: The total contract value, including extension, shall not exceed £595,000.00 excluding VAT.

The initial contract value for 6 months shall not exceed £476,000.00 excluding VAT with up to an additional £119,000.00 excluding VAT should UK Space Agency decide to utilise the up to 25% contingency margin to accommodate any changes to the SOW deliverables during the term of the SOW as stated in the DOS framework agreement. However, there is no commitment to spend up to this amount.

## Call-Off Deliverables

### Schedule 1 – Requirements

Organisation the work is for	UK Space Agency
Why the work is being done	<p>The UK Space Agency (UKSA) works with the Ministry of Defence (MoD) to deliver Space Surveillance and Tracking (SST) services to government users and to deliver new operational capability for the UK Space Operations Centre (UKSpOC).</p> <p>To support this, the UKSA is evaluating the products and services required by civil users of SST services. Discovery identified a range of civil user needs and Alpha prototyped several possible solutions to address the highest priority. UKSA now wish to conduct a Beta to build a digital service to enable data sharing between UKSA and these users.</p>
Problem to be solved	<p>Develop the end-to-end digital service to Private Beta (Stage 1: Satellite Operator MVP), complying with Government Digital Service standards and Technology Code of Practice.</p> <ul style="list-style-type: none"><li>• Build the technical solution.</li><li>• Accredited service to established industry security standards.</li><li>• Establish process for users to sign-up to the service.</li></ul>

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

	<ul style="list-style-type: none"> <li>• Onboard initial users of the Private Beta.</li> <li>• Support, evaluate and continuously iterate the service during the Private Beta phase.</li> <li>• Continue to research user needs (including accessibility).</li> <li>• Prepare for and successfully pass Government Service Assessment.</li> </ul> <p>Expected timeline below: Development complete by end of December 2021 Private Beta for initial users from January to March 2022</p>
Who the users are and what they need to do	<p>The primary users are, Satellite Operators (mainly commercial), who wish to protect their assets from collisions with space debris and other satellites.</p> <p>There are secondary user groups who have similar needs, Government (Emergency Response Teams, Regulators, Administrators) who may need to react to events happening on orbit where they could impact the economy, public safety, national security, or international diplomacy.</p>
Early market engagement	Not Applicable
Any work that's already been done	UKSA have already completed a Discovery and Alpha phase. The Alpha final report, User needs database, Alpha options analysis, link to access the prototype and a briefing note will be shared with the shortlisted suppliers.
Current phase	Beta
Existing team	<p>The Supplier will be working with the UKSA SST team, as well as the Orbital Analysts who currently deliver civil operations in the UKSpOC.</p> <p>The UKSA SST Team will comprise a Product Manager, Service Owner, Business Analyst, Technical Architect and Orbital Analyst. The UKSA Team will be assigned on a part-time basis and will provide oversight, assurance, subject matter expertise and facilitate end user engagement. The Supplier is expected to provide a team with the skills required to lead and deliver the Beta.</p>
Address where the work will take place	Remote whilst COVID-19 restrictions remain in place with meetings to be held preferably via MS Teams. Once restrictions are

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

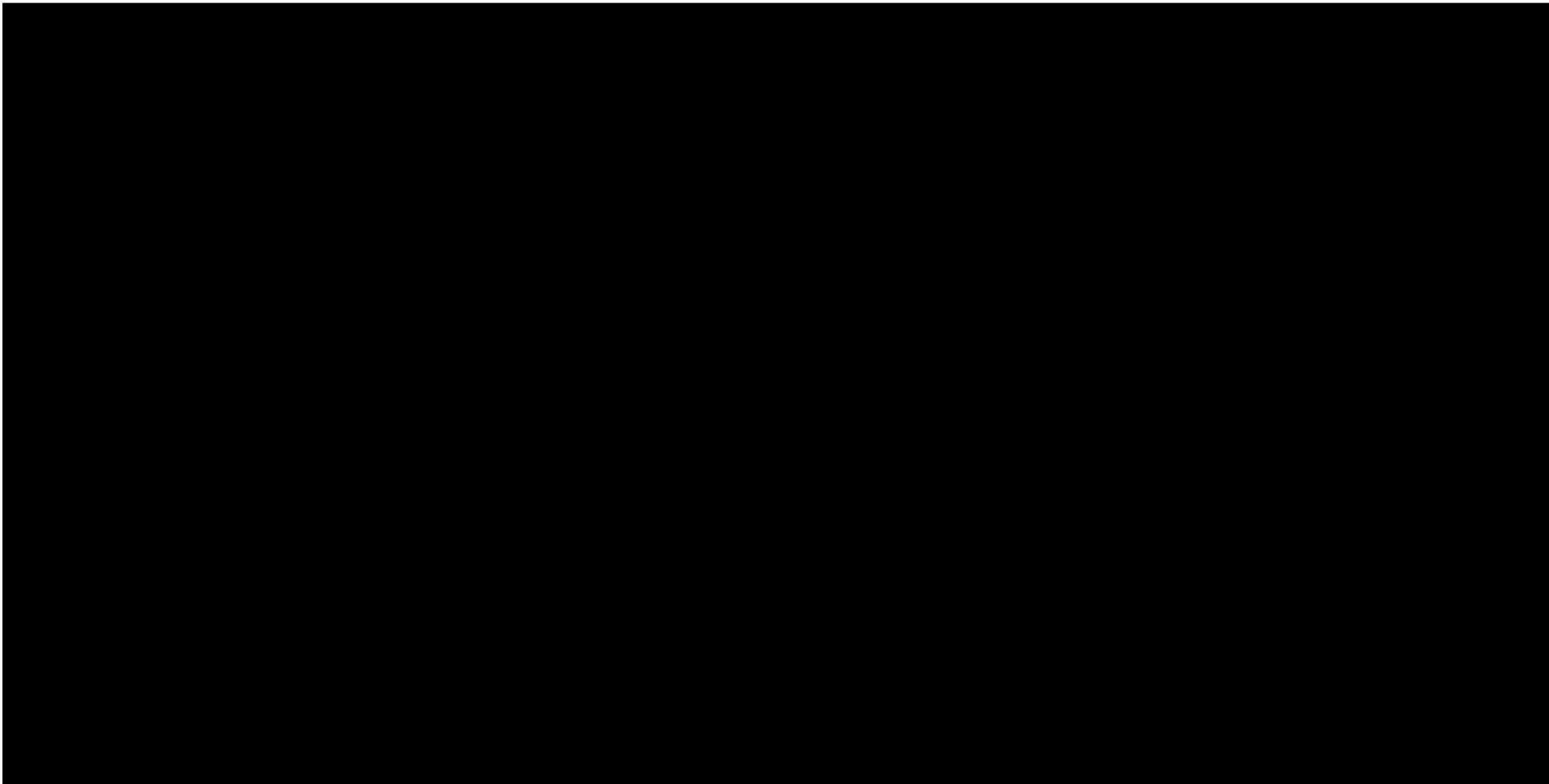
	lifted you may be expected to attend meetings in London, Swindon or other locations as required.
Working arrangements	<p>Remote working whilst COVID-19 restrictions remain in place with meetings, daily stand-ups and show &amp; tells to be held preferably via MS Teams.</p> <p>The supplier is expected to use appropriate project management / collaboration tools (such as Jira, Trello, Miro, Mural), and make it available to the UK Space Agency team.</p> <p>Deliverables to be stored on the established UK Space Agency SharePoint.</p> <p>Normal working hours (09:00 - 17:00), Monday to Friday.</p>
Security clearance	Baseline BPSS for all supplier team members is required. SC clearance of at least one member of team is desirable. UKSA will sponsor the successful supplier through this process if SC clearance is not already in place.
Latest start date	Monday 23 August 2021
Expected contract length	The total contract length is expected to be 9 months for the Beta phase.
Additional terms and conditions	Not Applicable
Budget range	<p>The total contract value, including any extensions, shall not exceed £600,000.00 excluding VAT.</p> <p>The initial contract value for 9 months shall not exceed £480,000.00 excluding VAT with up to an additional £120,000.00 excluding VAT should UKRI decide to utilise the up to 25% contingency margin to accommodate any changes to the SOW deliverables during the term of the SOW as stated in the DOS framework contract. However, there is no commitment to spend up to this amount.</p> <p>The UK Space Agency will directly fund the associated GOV.UK PaaS cloud environment costs, thus should not be included in the bid submission</p>
Summary of the work	UK Space Agency is seeking to partner with a highly skilled and proven supplier with extensive knowledge of working to Government Digital standards to successfully undertake a Beta phase to build a digital ser-

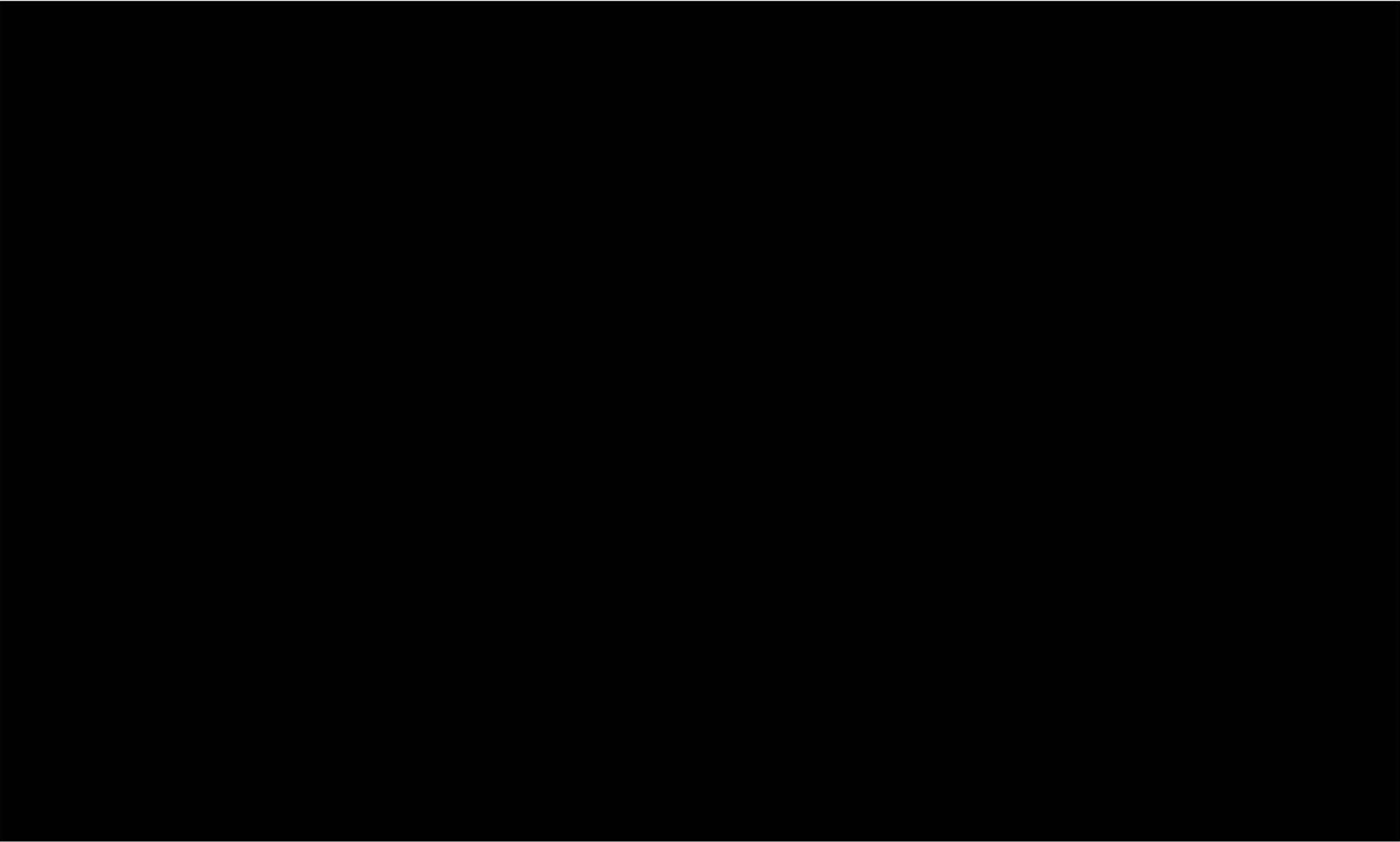
Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

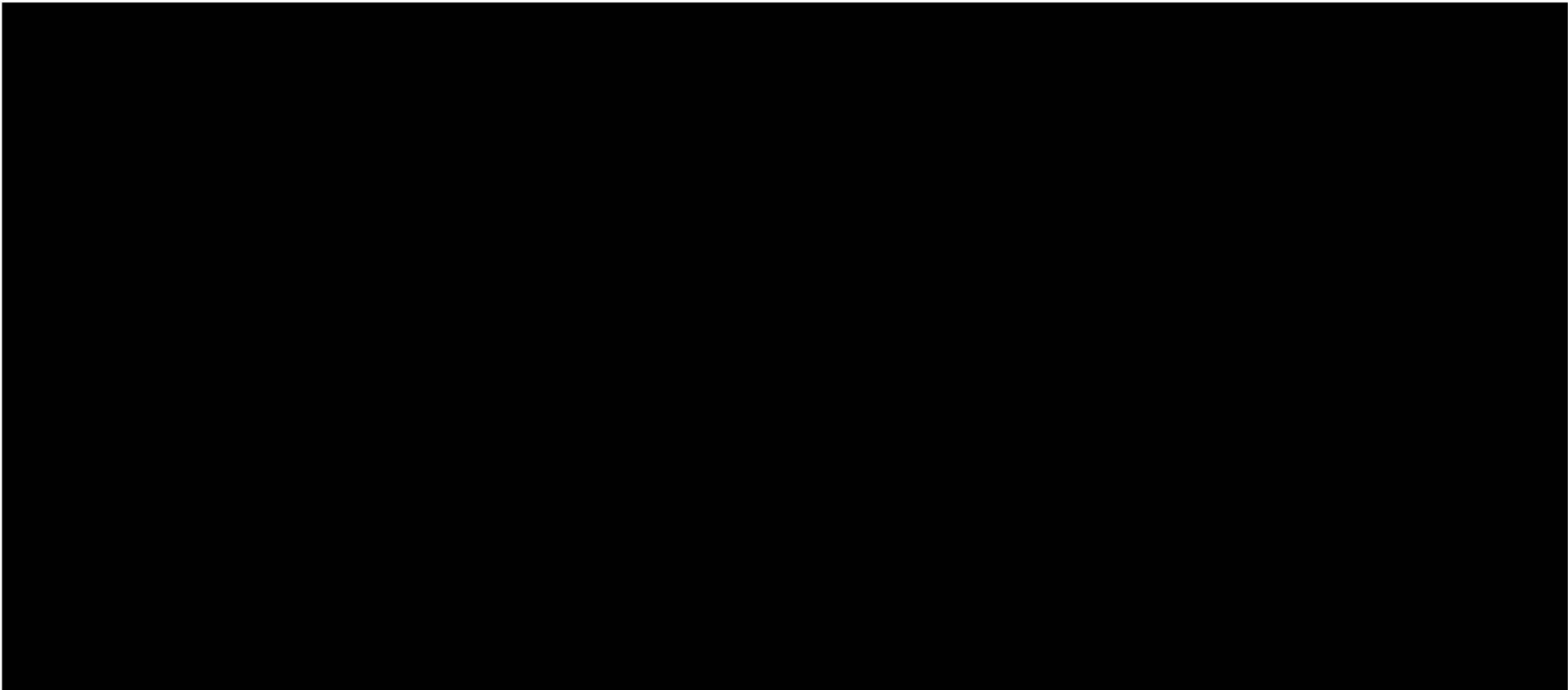
	vice to enable the sharing of Space Surveillance and Tracking data between UKSA and industry satellite operators.
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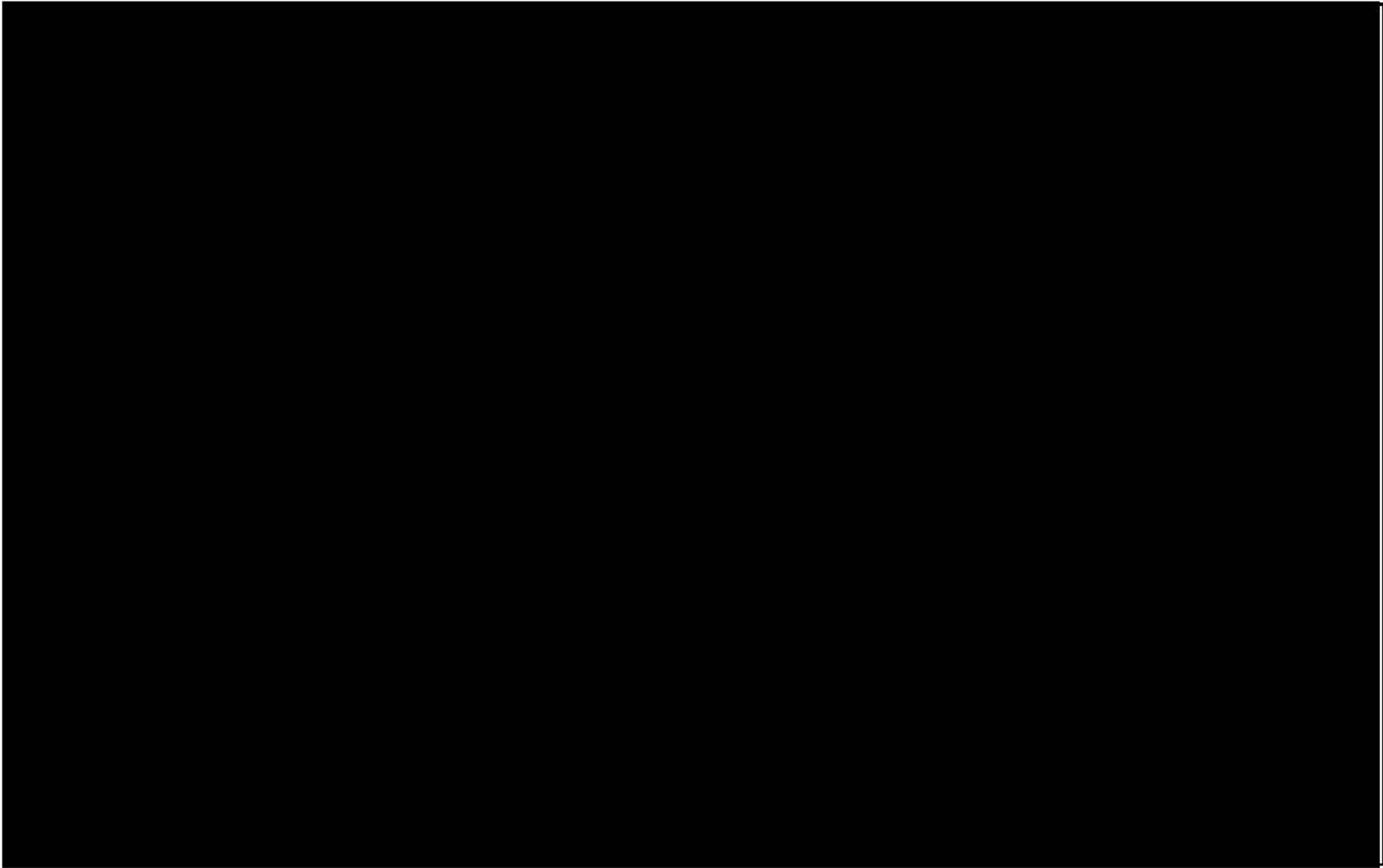


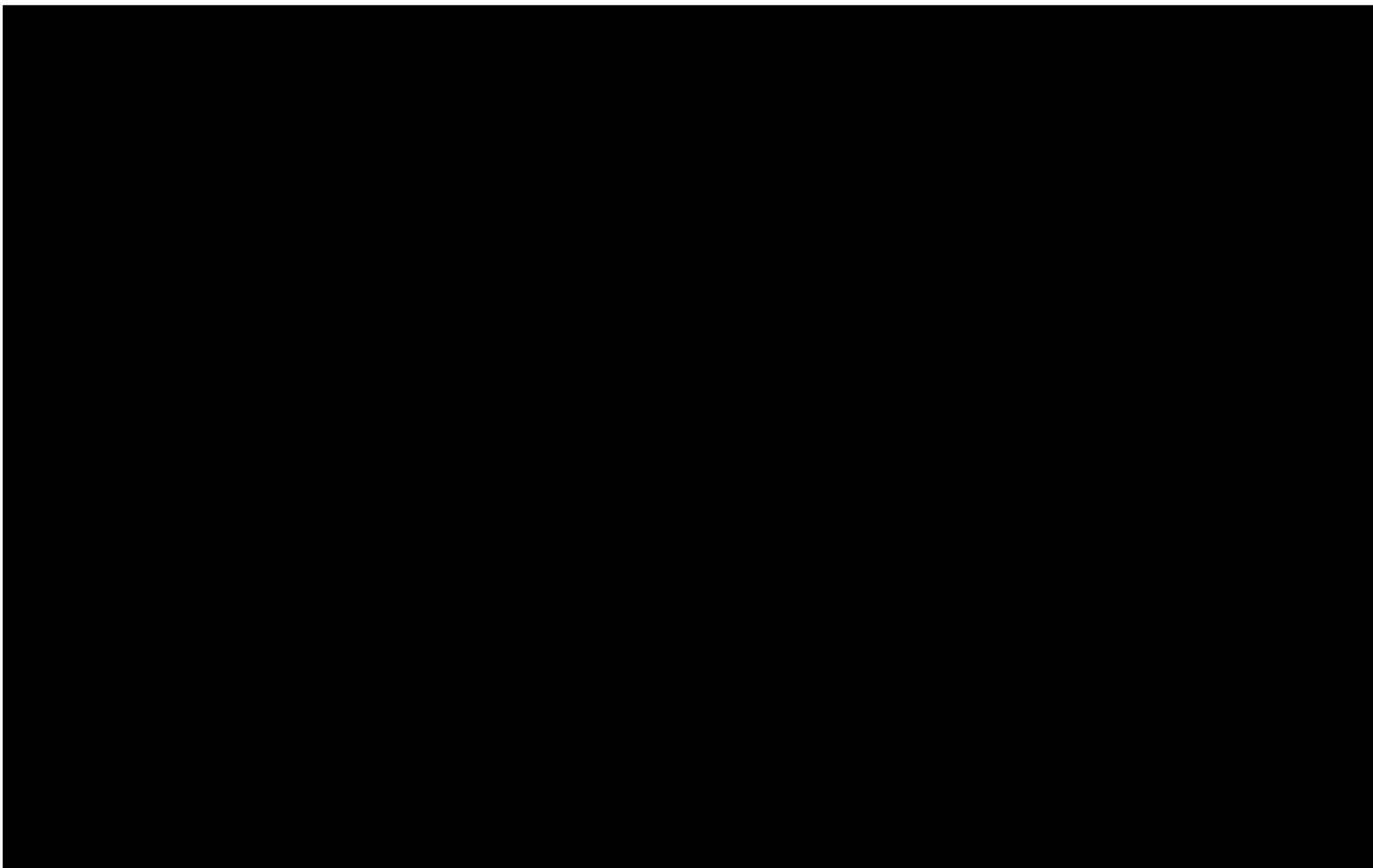
**Schedule 2 - Supplier's response**

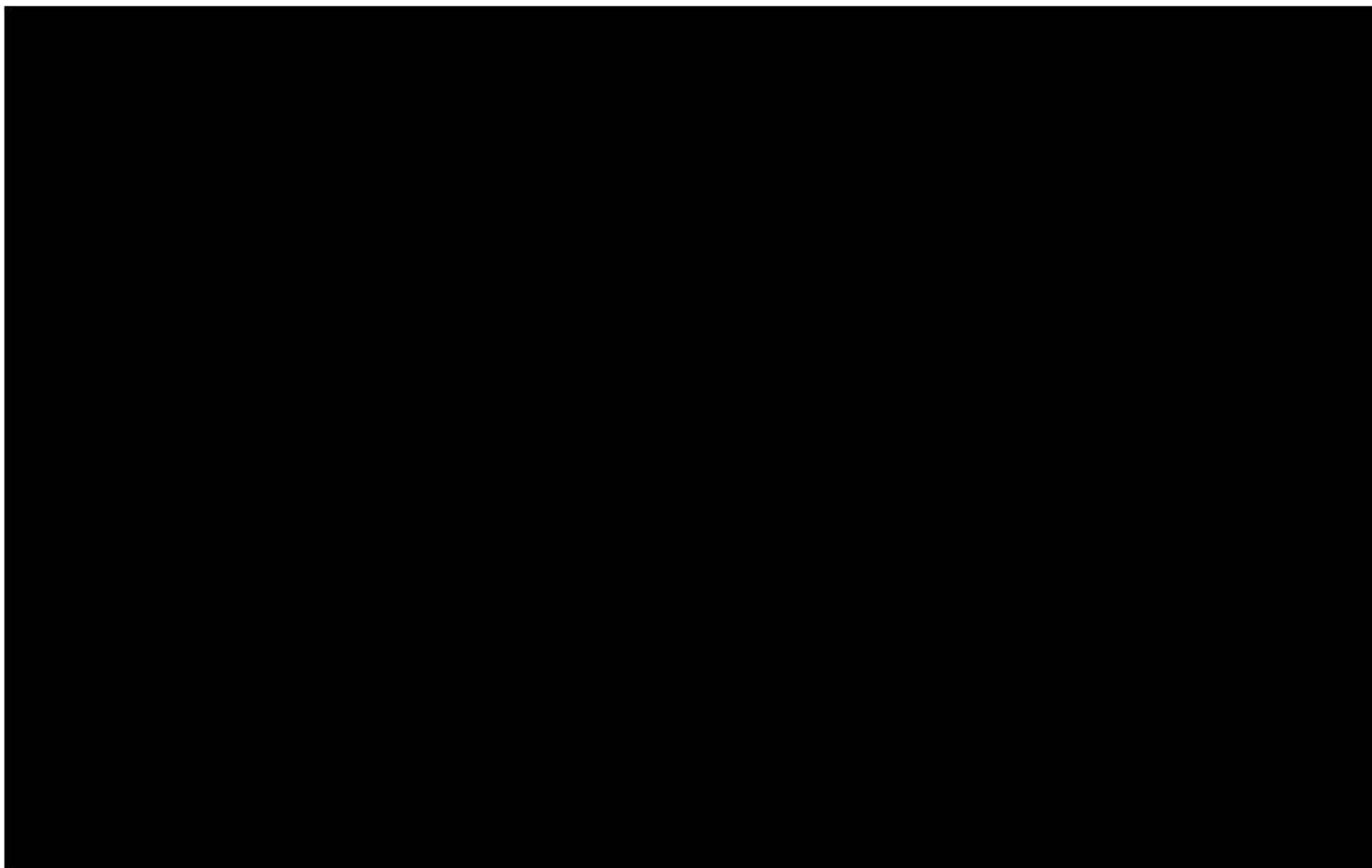


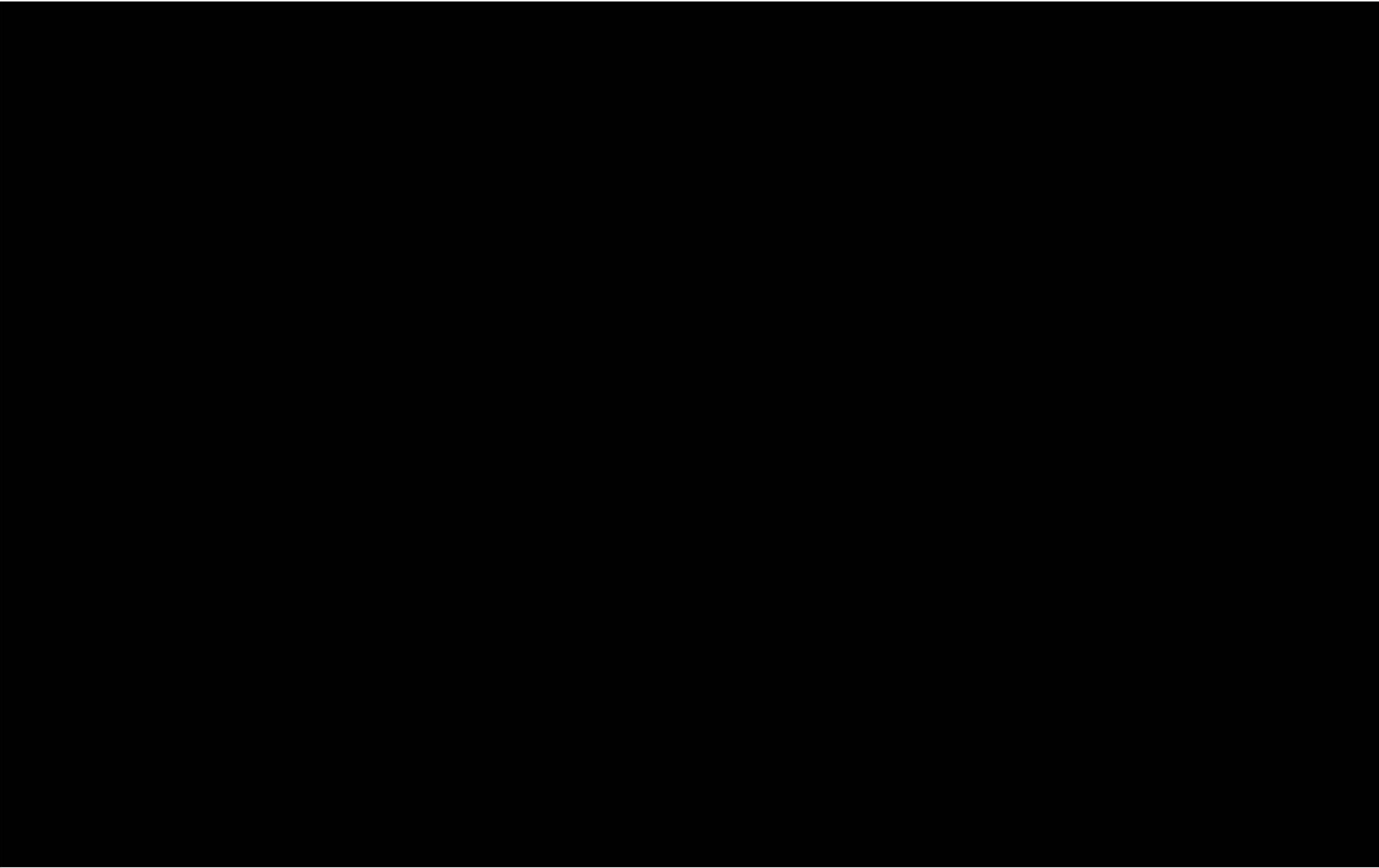


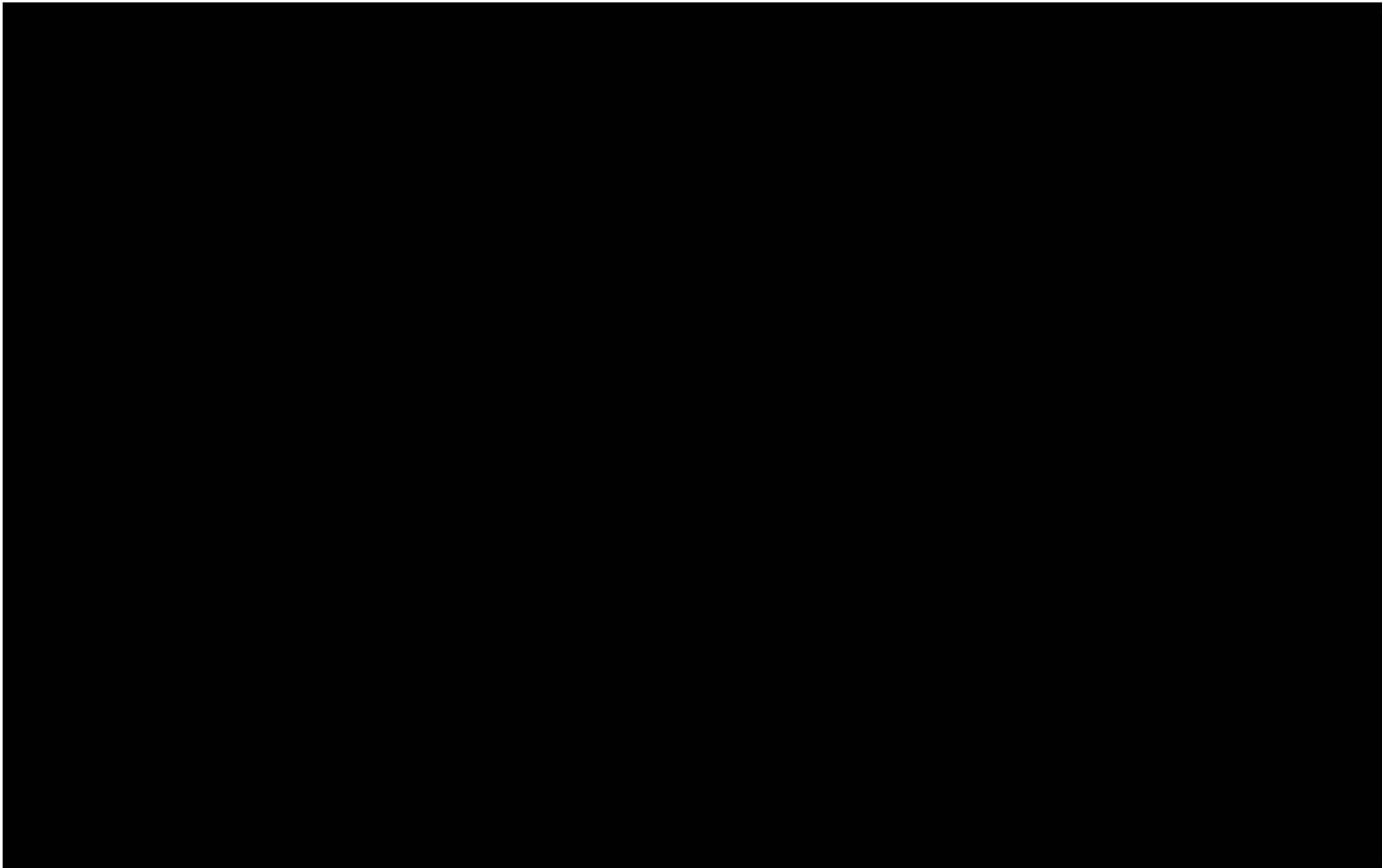




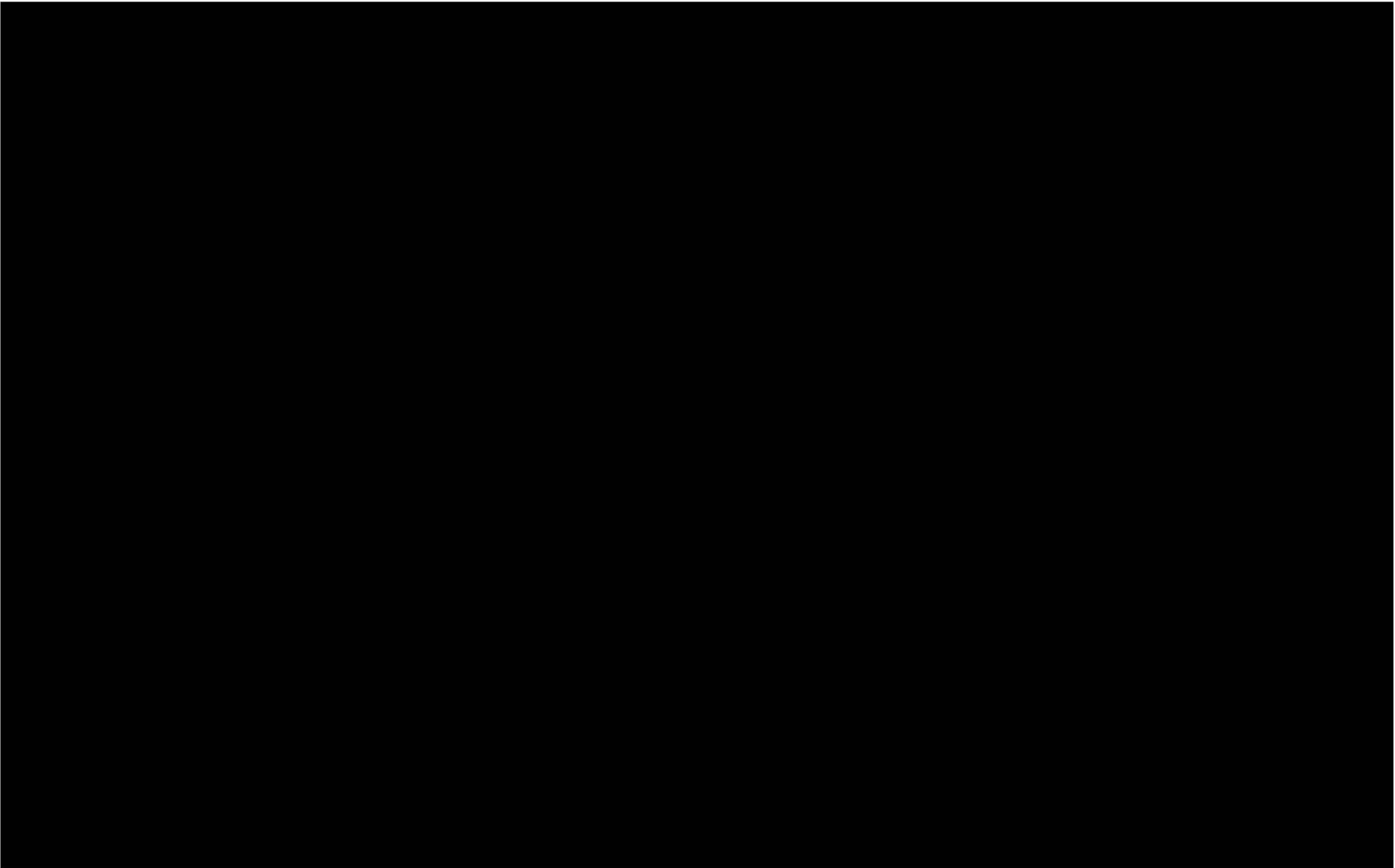


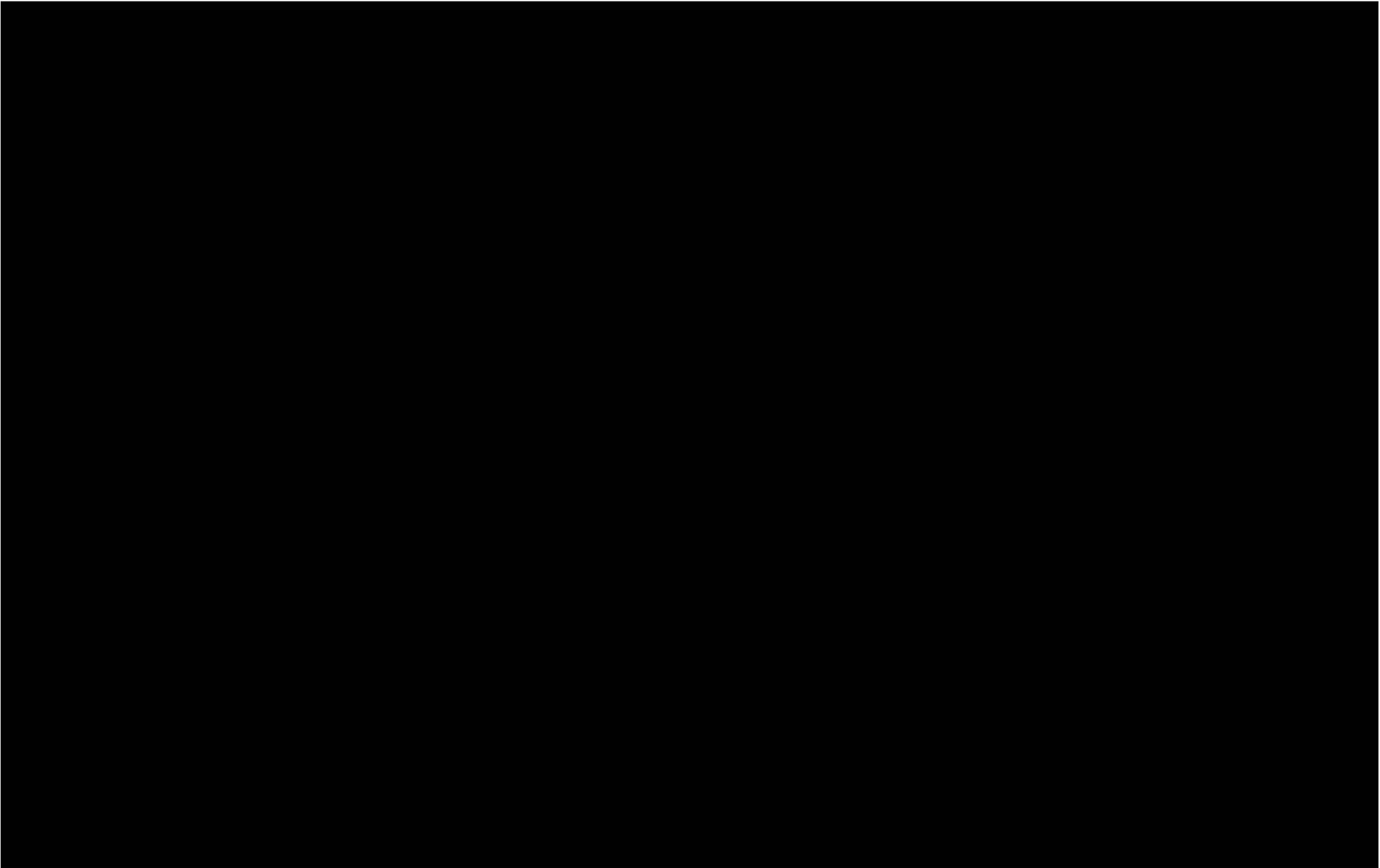


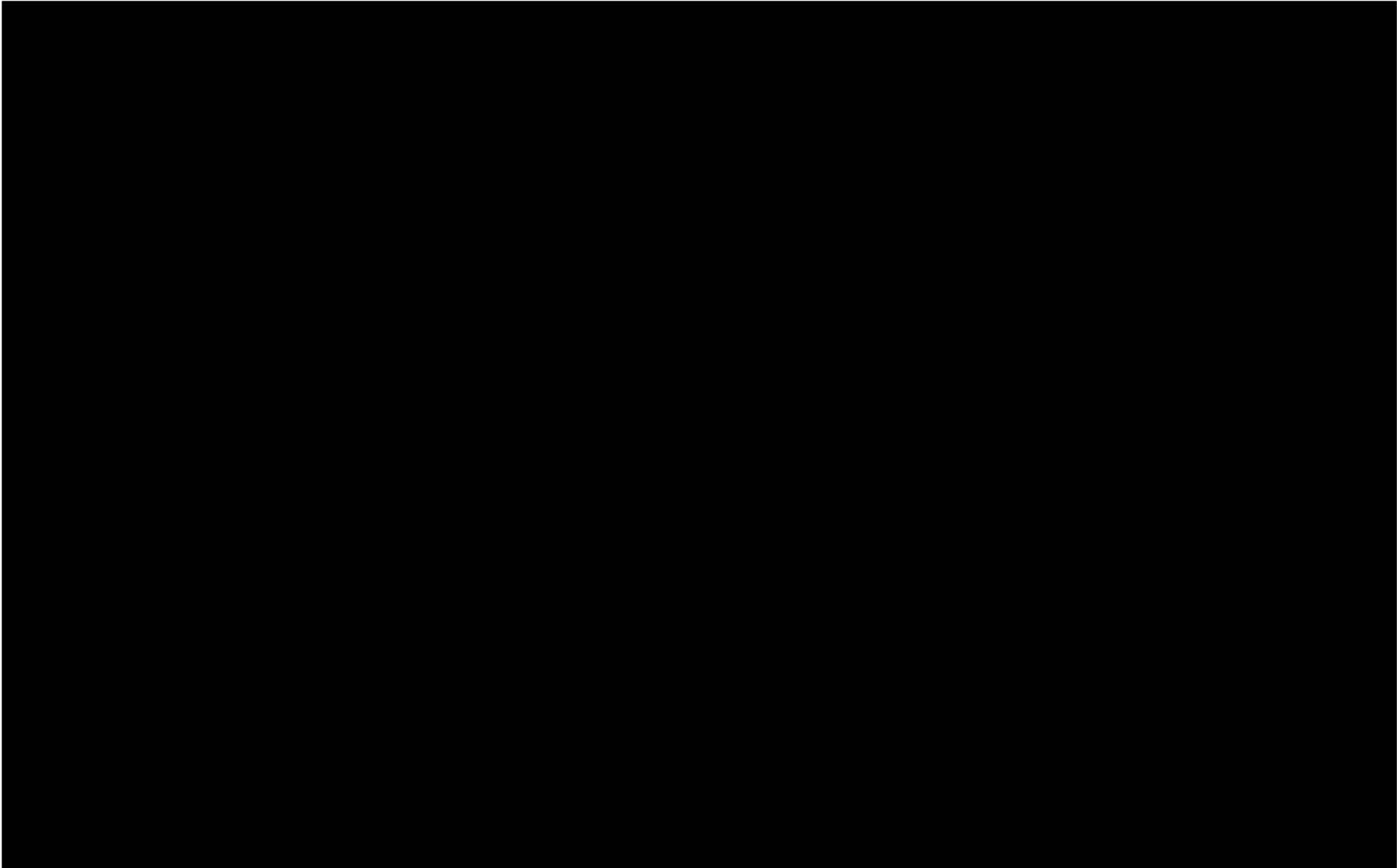


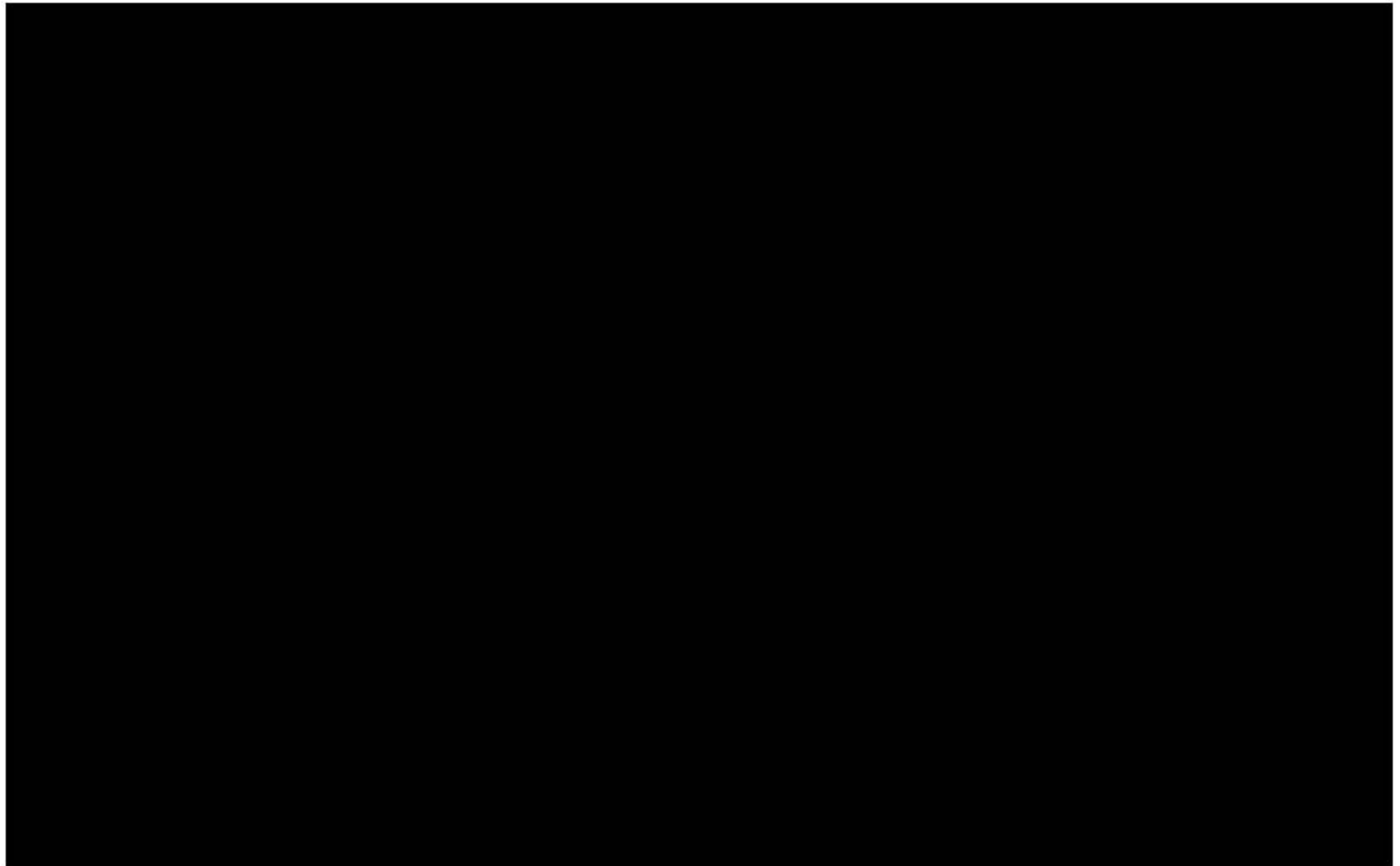


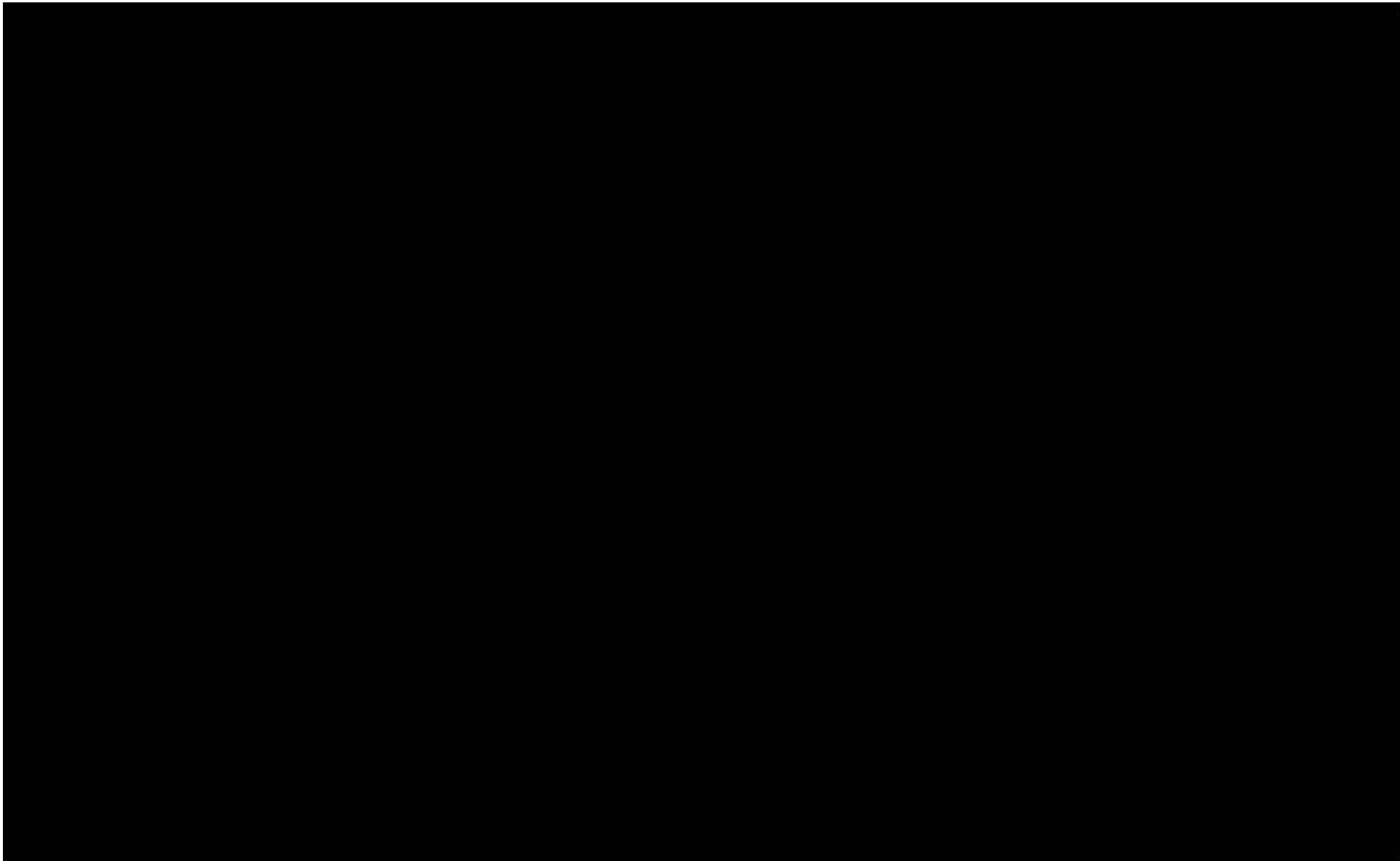


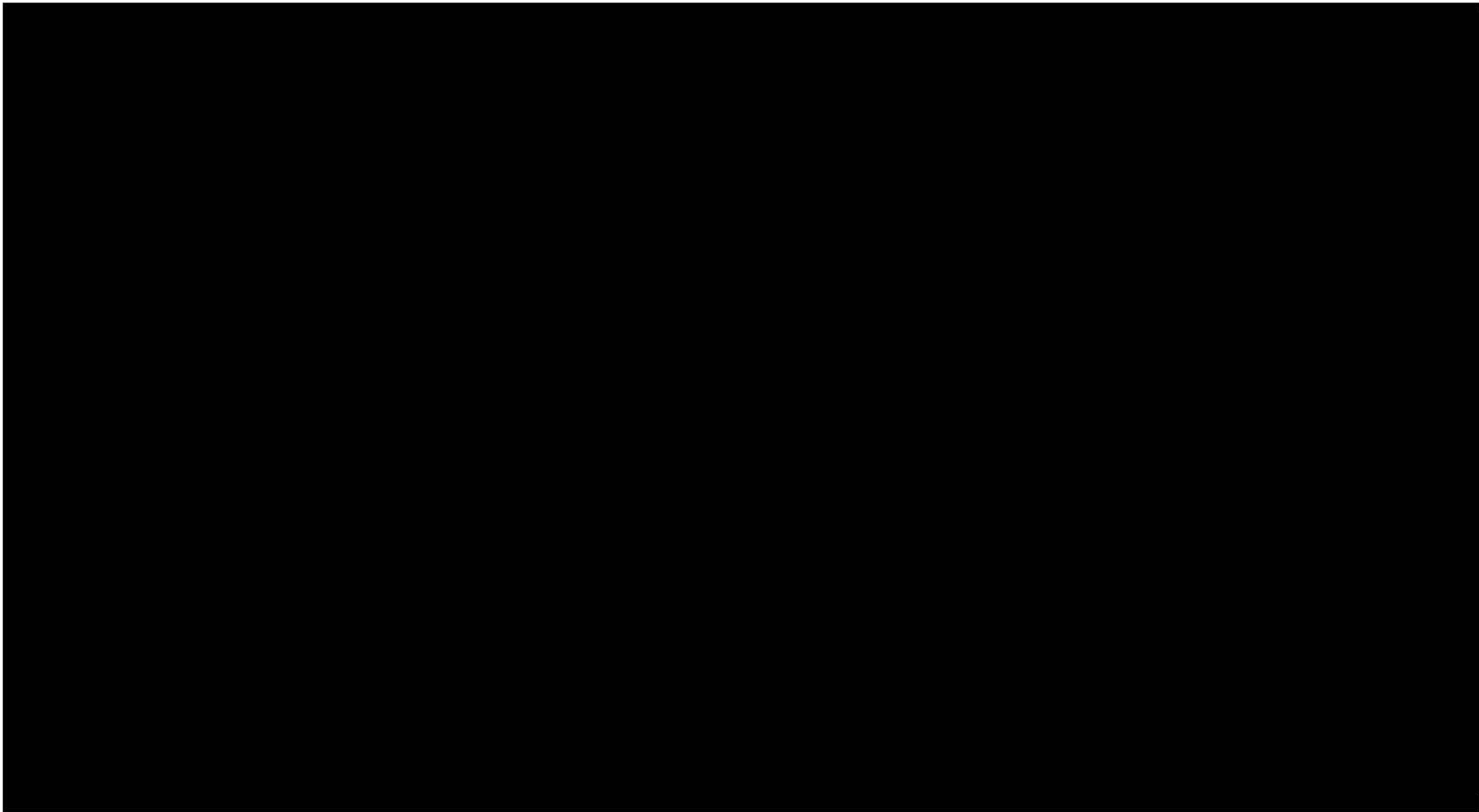


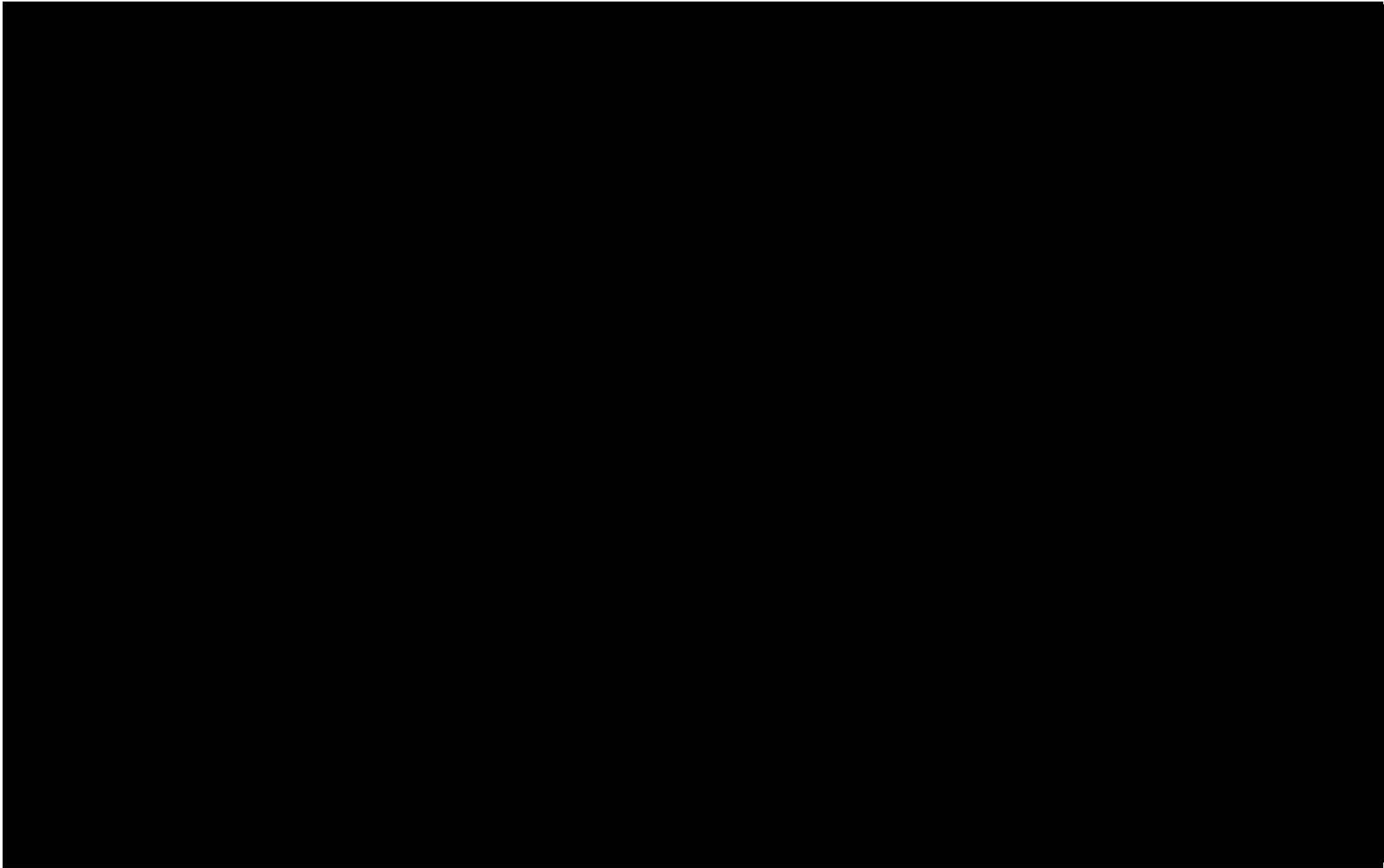












### **Buyer's Standards**

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

None

### **Cyber Essentials Scheme**

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

### **Maximum Liability**

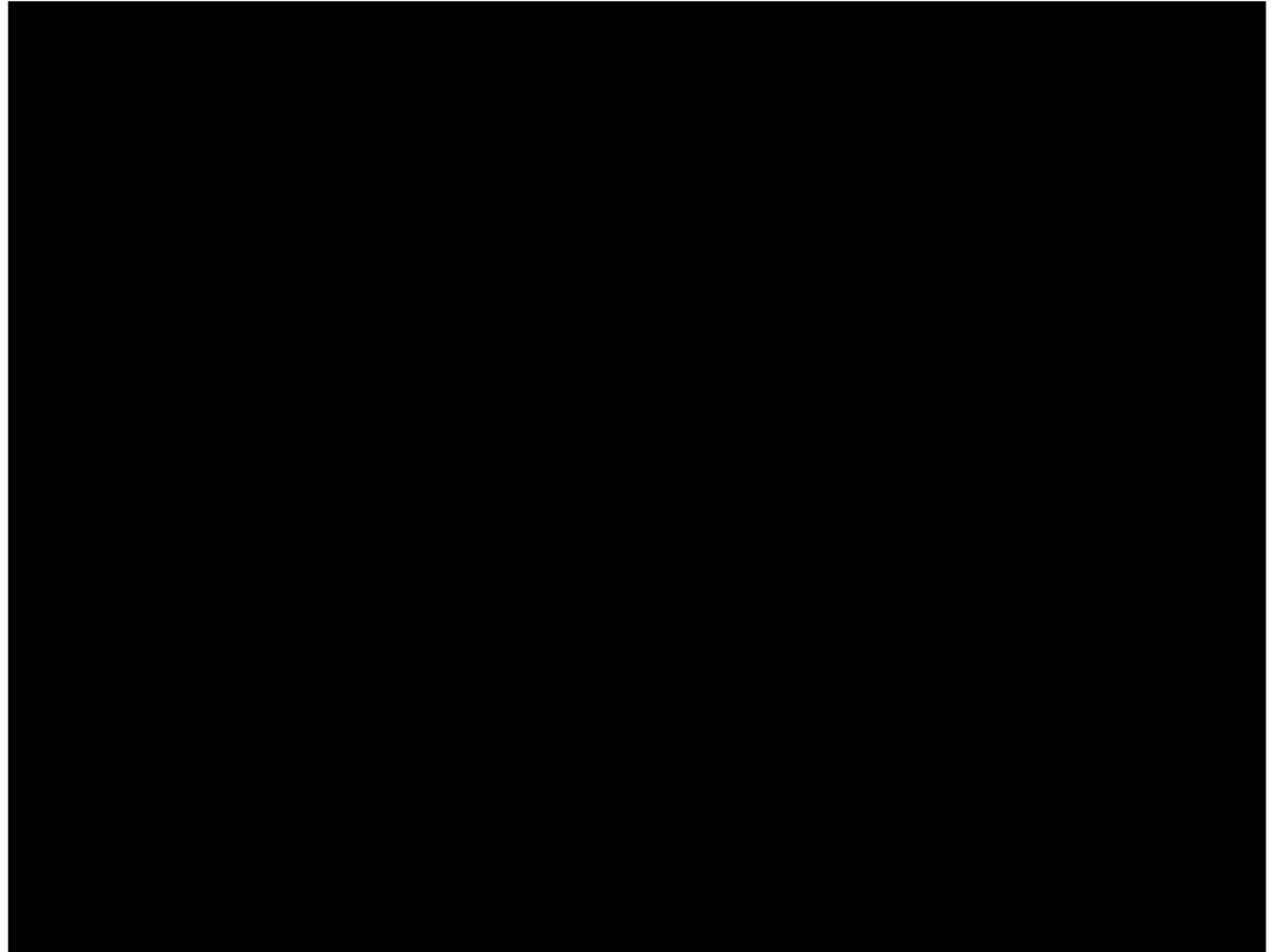
The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £476,000.00 excluding VAT.

### **Call-Off Charges**

Capped Time and Materials (CTM)





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**

BACS (30 days in arrears upon receipt of a valid invoice).

All invoices to be submitted monthly in arrears.

All invoices must be sent [REDACTED] with [REDACTED] copied in.

A valid Purchase Order number must be included on all invoices and contract number DDaT21249. Failure to do so may result in payment delays.

**Buyer's Invoice Address**

[REDACTED]

  
UKSA - UK Space Agency  
C/O UK SBS  
Queensway House  
West Precinct  
Billingham  
TS23 2NF

**Buyer's Authorised Representative**

  
UK Space Agency  
Polaris House  
North Star Avenue  
Swindon  
Wiltshire  
SN2 1SZ

**Buyer's Environmental Policy**

BEIS: Environmental Policy January 2020

<https://www.gov.uk/government/organisations/department-for-business-energy-and-industrial-strategy/about/our-energy-use>

As per Annex 2 appended below.

**Buyer's Security Policy**

BEIS Information Security Policy Version 1.0 April 2017.

As per Annex 3 appended below.

**Supplier's Authorised Representative**

  
WeWork

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

30 Stamford Street  
London  
SE1 9LS

**Supplier's Contract Manager**



**Progress Report Frequency**

Progress report to be provided at the end of each sprint and then at the end of each month during the private beta stage (Jan-Mar 2022)

**Progress Meeting Frequency**

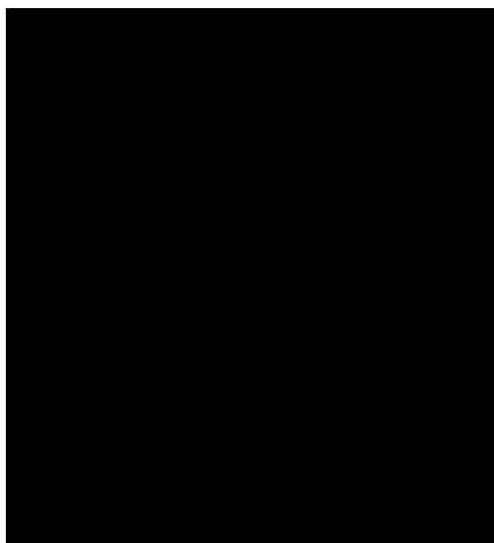
Progress meetings will be facilitated through Daily stand-ups, show and tells and the end of each sprint, and adhoc meetings where required to address urgent or priority items. Preferably, meetings to be held via MS Teams whilst COVID-19 restrictions apply. In addition, contract management progress review meeting every month.

A contract management plan will be established within the first two weeks of the contract starting as per Call-Off Schedule 15 (Call-Off Contract Management).

**Key Staff**

(all are officially based at The PSC address; but please use email as default communication)

All of these staff are contracted through The PSC, either on employed contracts or on freelance arrangements outside IR35. No Status Determination Statement is required from UKSA.



**Key Subcontractor(s)**

[Redacted]

**Commercially Sensitive Information**

Not applicable

**Balanced Scorecard**

Not applicable

**Material KPIs**

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:**

[Redacted]

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

[Redacted]

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules))

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

### **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:** Tuesday 14th September 2021

**SOW Title:** UKSA SST Programme Beta

**SOW Reference:** 001

**Call-Off Contract Reference:** DDaT21249

**Buyer:** UK Space Agency

**Supplier:** 2020 DELIVERY LIMITED Trading as The PSC

**SOW Start Date:** Tuesday 14th September 2021

**SOW End Date:** Thursday 31st March

**Duration of SOW:** 6 months

**Key Personnel (Buyer):**

Product Manager

Service Owner

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

Business Analyst

Technical Architect

Orbital Analyst.

The UKSA Team will be assigned on a part-time basis.

**Key Personnel (Supplier):**



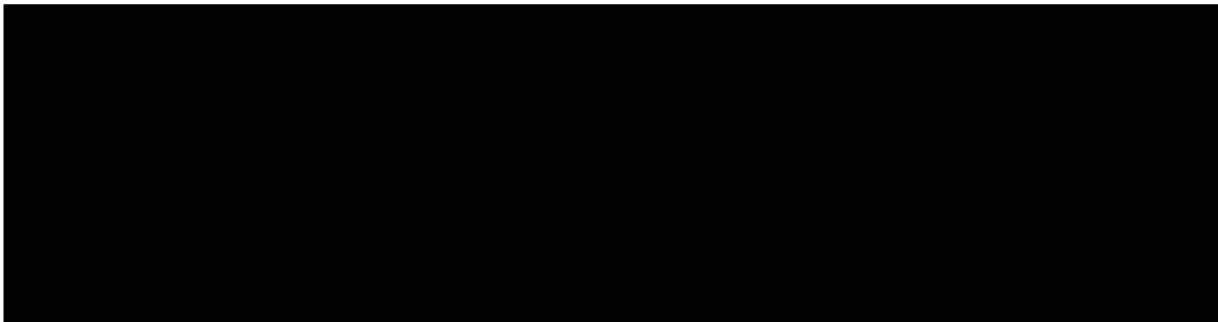
**Subcontractors:**



**Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background:**

Further details contained in “Schedule 2”, above.

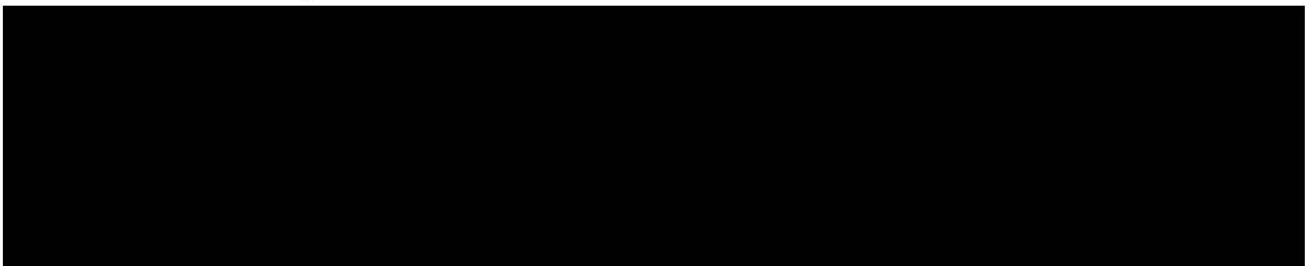


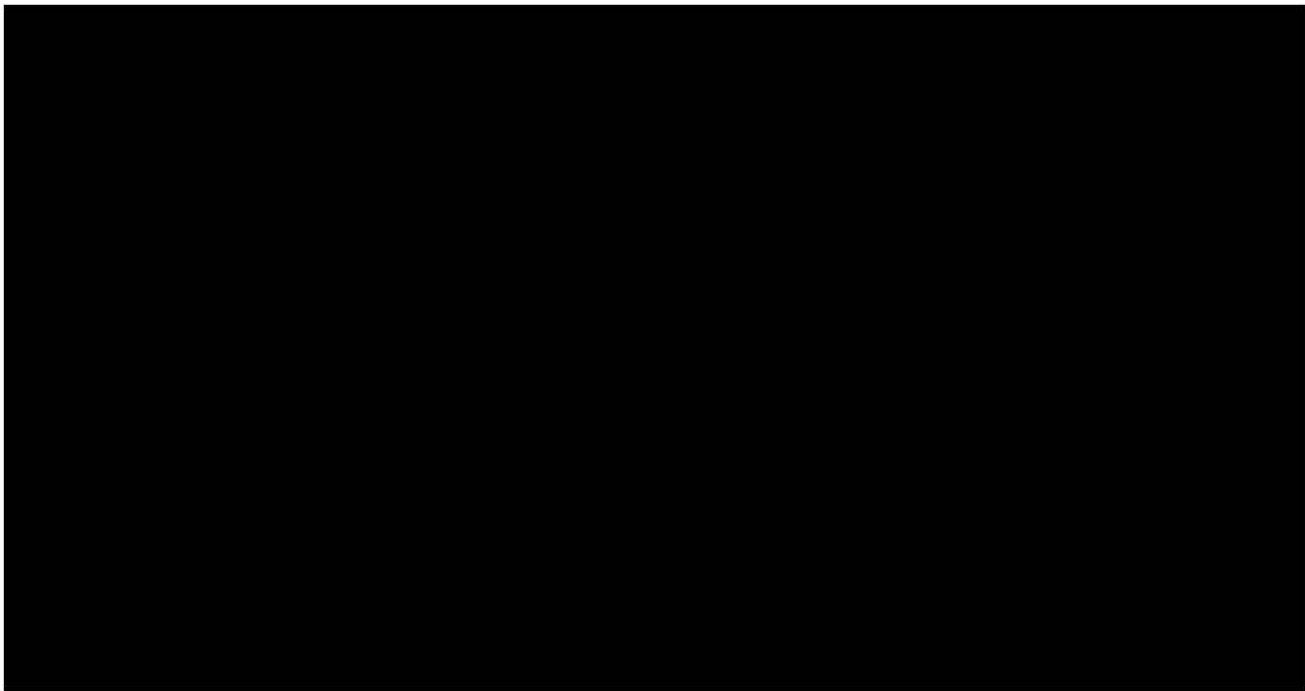
**Delivery phase(s):** Beta

**Overview of Requirement:** Delivery

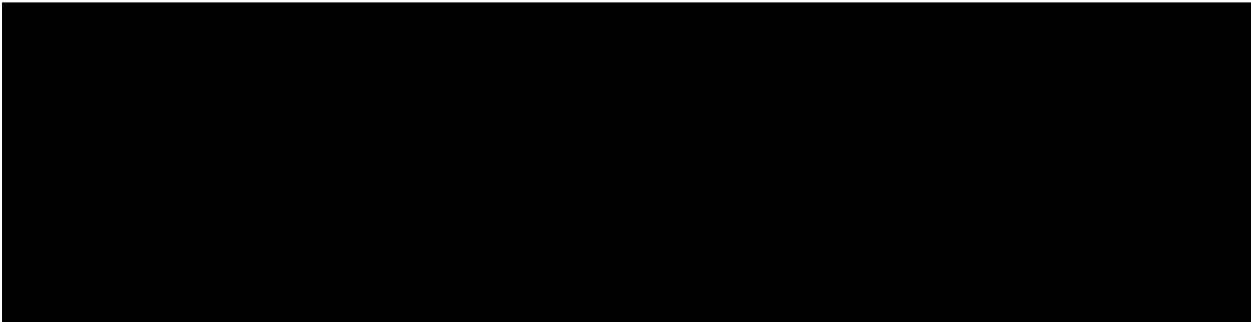
**2 Buyer Requirements – SOW Deliverables**

**Outcome Description:**





**Delivery Plan:**

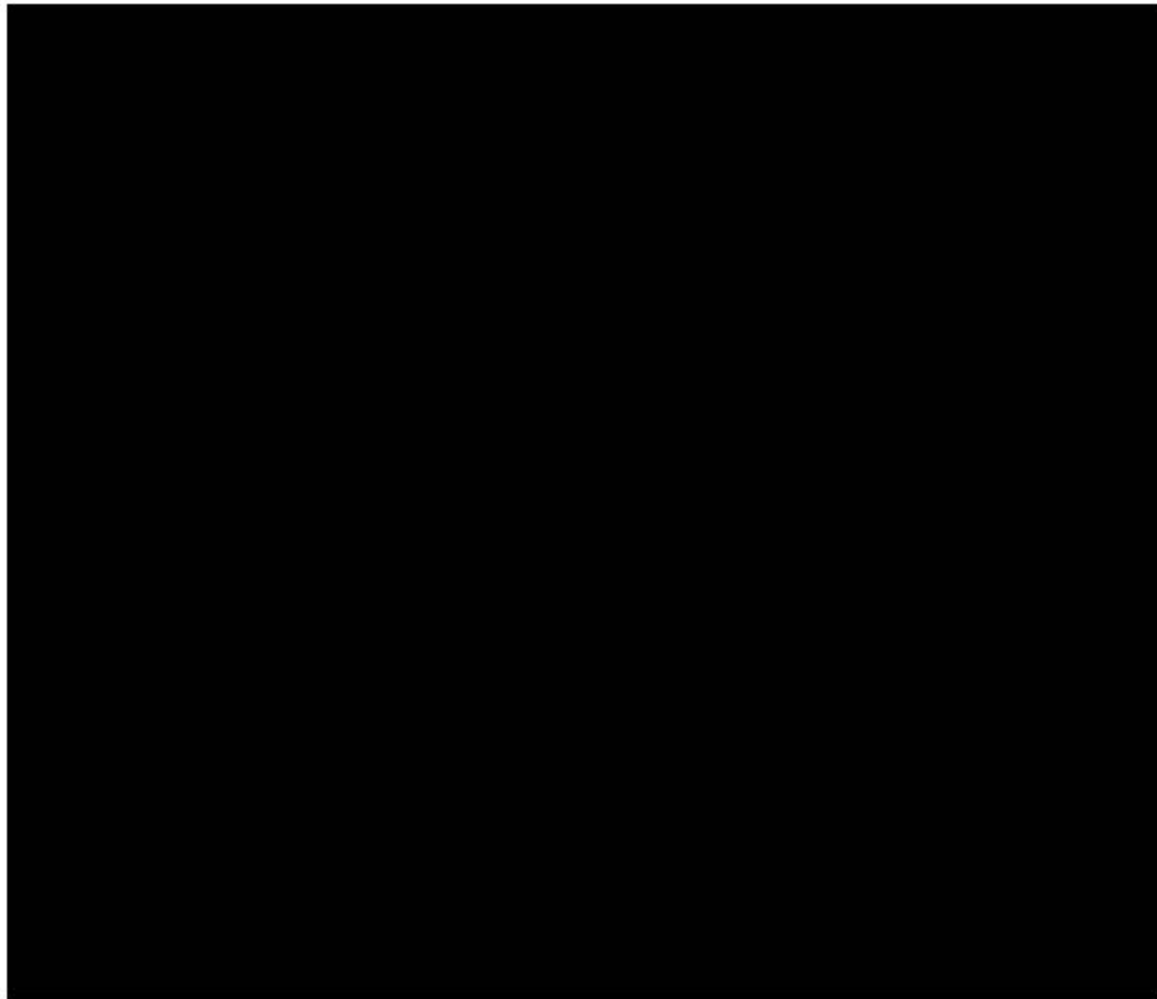


**Dependencies:**

As per “Schedule 2” above

**Supplier Resource Plan:**

As per “Schedule 2” above and table below.



**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).

If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW.

SC clearance of at least one member of the Supplier team is desirable.

**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:**

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



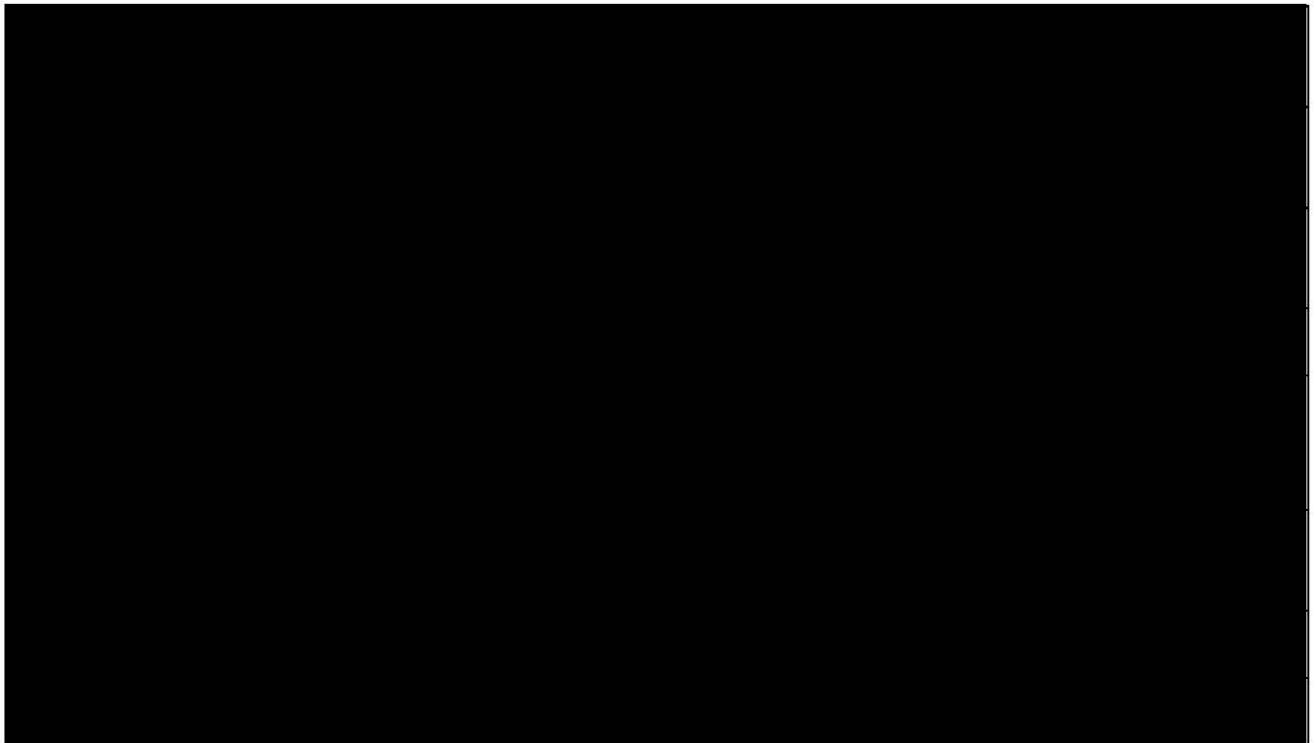
**Performance Management:**

None

**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:**



**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:

None

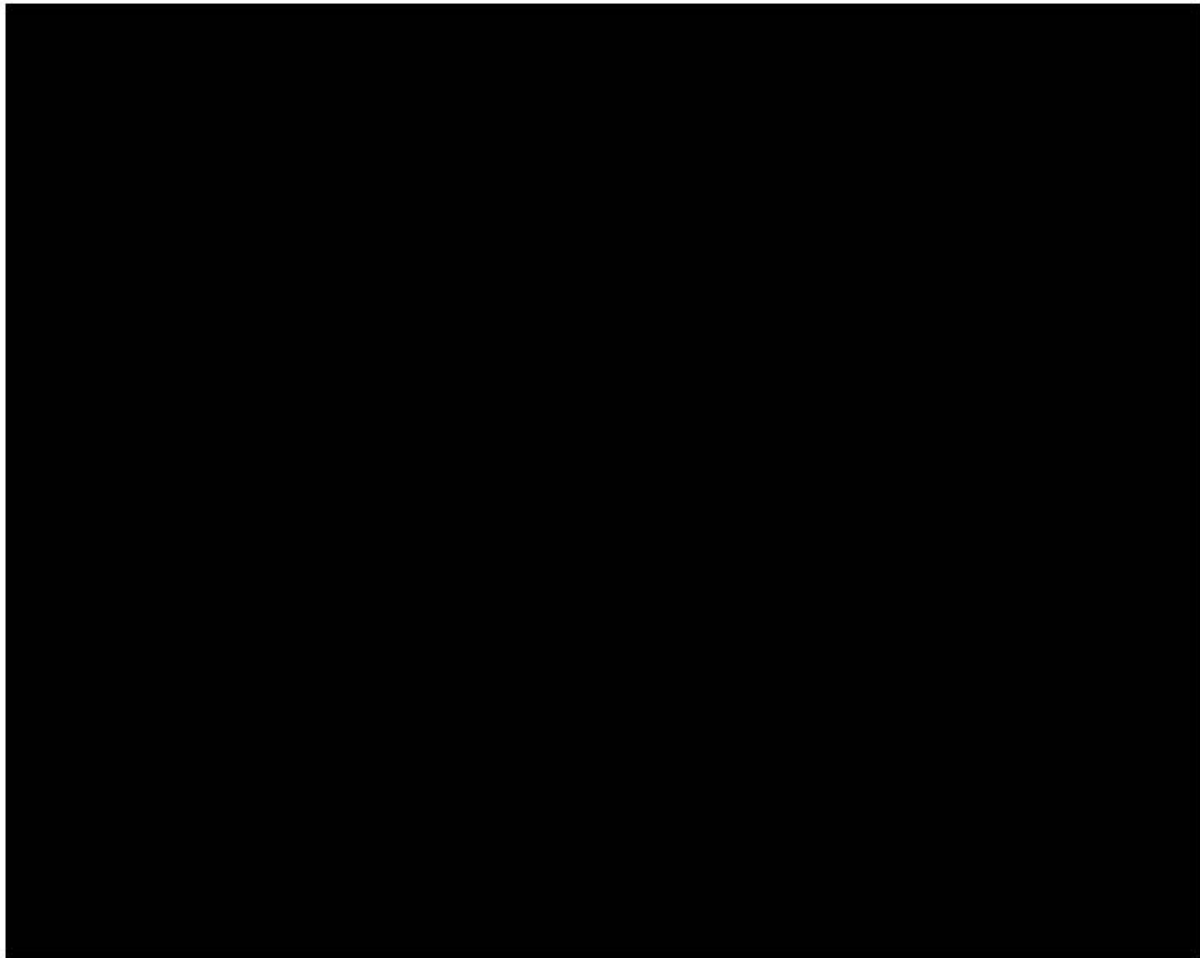
**3 Charges**

**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 £476,000.000 excluding VAT.



## Annex 1

### Data Processing

1. The contact details of the Contracting Authority Data Protection Officer are: [REDACTED]
2. The contact details of the Suppliers Data Protection Officer are: [REDACTED]  
Chief Operating Officer. Email: [REDACTED]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

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
Identity of Controller for each Category of Personal Data	<b>The Buyer is Controller and the Supplier is Processor</b> 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:  a Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority below.
Duration of the Processing	Processing will take place from the Commencement of the Contract. The Contract will end on 31 <sup>st</sup> March 2022, subject to a review.  The Supplier should store this data for no longer than 6 months after the end of this contract, after which the data should be securely destroyed.
Nature and purposes of the Processing	Processing takes place for the purposes of research in the public interest.  The nature of processing will include the collection, recording, storage, consultation and use of the names and business contact details of those requesting access to the Meridian service as necessary to deliver the Services and to undertake Contract and performance management.
Type of Personal Data	Names, business contact details and job role of those requesting access to the Meridian service.
Categories of Data Subject	Staff of key external stakeholders, including but not limited to Commercial Satellite Operators, academia and UK Government providing their personal details to access the Meridian service.

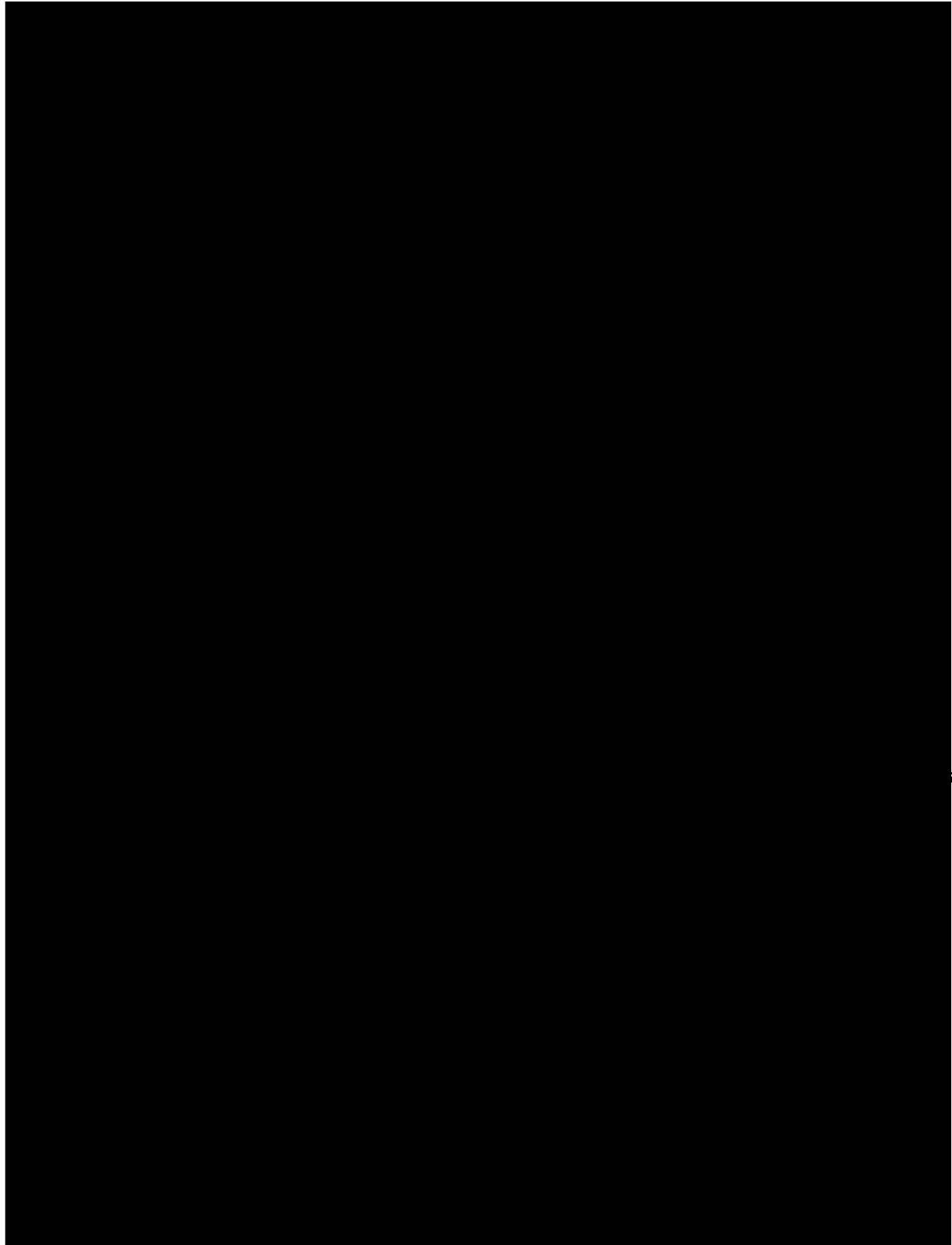
Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Personal Data will be retained by the Supplier for a 6-month retention period, following the end of the contract after which the supplier will;</p> <p>a) delete the Personal Data and erase the Personal Data from any computers, storage devices and storage media that are to be retained by the Supplier after the expiry of the Retention Period. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>
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**Annex 2**

**Buyer's Environmental Policy**

**BEIS: Environmental Policy January 2020**



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



**Annex 3**

**Buyer's Security Policy**

**BEIS Information Security Policy Version 1.0 April 2017.**

