RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

**Order Form**

CALL-OFF REFERENCE: CCIT22A25

THE BUYER: Cabinet Office

BUYER ADDRESS **REDACTED TEXT under FOIA Section 40, Personal Information**.

THE SUPPLIER: Deloitte LLP

SUPPLIER ADDRESS: **REDACTED TEXT under FOIA Section 40, Personal Information**.

REGISTRATION NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**.

DUNS NUMBER: **REDACTED TEXT under FOIA Section 40, Personal Information**.

SID4GOV ID: N/A

# Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15th November 2022

It’s issued under the Framework Contract with the reference number RM6187 for the provision of Cabinet Office Critical IT and Digital Services Assessment

# CALL-OFF LOT(S):

RM6187, Management Consultancy Framework, Lot 1: Business

# Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

# Joint Schedules for RM6187 Management Consultancy Framework Three

* + Joint Schedule 1 (Definitions)
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)

# Call-Off Schedules

* + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)

Supplier terms are not 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:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

1. specified in this Contract or
2. which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Special Term 2 - Any Supplier/third party IPR, should it be used in conjunction with the Services, then the Supplier will:

1. retain all rights in the Supplier/third party pre-existing IPR (including any modifications to it); and
2. licensing to the Buyer will be limited to a Licence of background IPR to the extent needed to use in relation to deliverables where the IPR is embedded, or as needed to receive our Service. Notwithstanding the above, all other IP created during the course of this contract will be the property of the Buyer.

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Special Term 3 – Work contracted under this agreement is determined to be 'inside IR35'.

1. The off payroll working rules apply as per the intermediaries legislation, should the worker be operating via an intermediary (such as a Limited company in which they hold an interest - see ESM10003 or ESM10003A for detailed information on this aspect);
2. Workers fully employed by the Supplier, with payment deducting National Insurance Contributions, and all relevant income taxes, will not require an IR35 determination;
3. The supplier must confirm the ability to engage in a manner compliant with the intermediaries legislation, including ensuring appropriate payrolling of payments to the worker(s), should they wish to supply contracted workers. Suppliers must also agree to notify CO of any contracted workers, to enable CO to supply these workers with the relevant Status Determination Statement (SDS).

**Call-off start date:** 18th November 2022

**Call-off expiry date:** 17th May 2023

**Call-off initial period:** 6 Months

**Call-off extension period:** This Call-off Contract can be extended by the Buyer

for a period of 12 months in 2 increments of 6 months at a time. All extension options are subject to budgetary approvals.

# Call-off deliverables: The deliverables for this work are:

* 1. A Cabinet Office branded document detailing the department’s low- level approach and methodology for defining critical IT and digital services, suitable for the Digital directorate to use in future when up- dating the Critical Service Register.
  2. A Cabinet Office branded presentation summarising the depart- ment’s high-level approach and methodology for defining critical IT and digital services, suitable for briefing to senior stakeholders (e.g., CISO, CTO, CDIO, COO).
  3. A Cabinet Office branded spreadsheet (or other mutually agreed for- mat, if more suitable) containing the Critical Service Register.

# The milestone delivery dates for this work are:

|  |  |  |
| --- | --- | --- |
| Milestone | Description | Delivery Date |
| 1 | Latest date for project kick-off | 21 November 2022 |
| 2 | Deliver final version of updated approach | 29 November 2022 |
| 3 | Deliver first version of completed Critical Service Register | 2 December 2022 |

|  |  |  |
| --- | --- | --- |
| Milestone | Description | Delivery Date |
| 4 | Deliver final version of all deliverables | 23 December 2022 |

The deliverables and milestone dates are subject to the following The Assumptions(A), Dependencies(D) and Constraints(C):

|  |  |  |  |
| --- | --- | --- | --- |
| No. | A, D  or C | Statement | Rationale / Mitigation |
| 1 | A | Contracting and Start Date | The Cabinet Office will provide Deloitte with a signed contract no later than Sunday 20th November so that the team will be able to commence work on 21st November. |
| 2 | D | Access to systems | Some of the work will be completed on Cabinet Office systems and Deloitte will require access to G-Suite In order to access, share and store documents |
| 3 | D | Contact details | The Cabinet Office will provide the contact details of stakeholders who can give a detailed description of the purpose and use of its services. |
| 4 | A | Kick-off meeting | All key stakeholders will be present or have representation at the kick-off meeting. |
| 5 | A | Availability of stakeholders | Stakeholders that Deloitte need to consult to understand services will be available as per the timelines of the project plan. |
| 6 | A | Existing information | The Cabinet Office already has a comprehensive list of services in scope and will make available the associated documentation for each service review |
| 7 | C | Critical Service representatives | The Cabinet Office has identified 32 critical services. It will not be possible to inter- view multiple stakeholders per service. It is assumed Cabinet Office stakeholders will be able to represent multiple services. |
| 8 | A | Third Party Use | Deloitte’s deliverables will be for the Cabinet Office’s use and will not be relied upon by third parties. |
| 9 | A | Accuracy of Information | Deloitte assumes all information provided by stakeholders used in this engagement is accurate and we will not seek to independently verify claims made by stakeholders. |
| 10 | D | Points of Escalation | The Cabinet Office Head of Cyber will ensure timely escalation of issues raised to keep to the project plan |
| 11 | D | Acceptance of the completion for each phase | The Cabinet Office will provide resources (key stakeholders) to review and com- ment on draft deliverables to completion to meet the project milestone and project timelines. |
| 12 | A | Pricing | The fixed price for the engagement is based on the project phases and all delivera- bles being completed and signed off by the Cabinet Office as per the proposed project plan. |

Acceptance of the milestones being achieved is subject to the following Acceptance Criteria:

|  |  |  |  |
| --- | --- | --- | --- |
| Milestone | Title | Acceptance Criteria | Delivery Date |
| 1 | Latest date for project kick-off | Attendance of key stakeholders from the Cabinet Office. Ways of working and project approach agreed and documented, with Agreed project  milestones and timelines. | 21 Nov 2022 |
| 2 | Deliver final version of updated approach | Document approved and signed off by the Head of Cyber and CDIO. | 29 Nov 2022 |
| 3 | Deliver first version of completed Critical  Service Register | First version of completed Critical Service Register approved by the Head of Cyber and CDIO. | 2 Dec 2022 |

|  |  |  |  |
| --- | --- | --- | --- |
| 4 | Deliver final version of all deliverables | Final presentation for key stakeholders signed off by the Head of Cyber. Final version of Critical Service Register and documentation presented  to Senior Management Team and selected members of the SLT, in agreement with you. All final deliverables signed off by the Cabinet Office. | 23 Dec 2022 |

# Security

Long form security requirements apply

# Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Fixed Charges used to calculate liability in the first contract year are: **REDACTED TEXT under FOIA Section 43 Commercial Interests**.

# Call-off charges

The total value identified here of **REDACTED TEXT under FOIA Section 43 Commercial Interests** is a Fixed Price. The Supplier shall monitor the Total Contract Value of **REDACTED TEXT under FOIA Section 43 Commercial Interests** and advise the Buyer as soon as the Supplier has a reasonable expectation that the Total Contract Value may be exceeded.

The Buyer shall not be liable for any costs incurred by the Supplier in performing the activities, which are in excess of this amount and the Supplier shall not be required to perform any activities where the fees accrued are, or would be, in excess of this amount, unless agreed otherwise in writing by both Parties.

The Parties have agreed as at the Call-off start date, the Supplier will commence work on the following profile:

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

# Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

# Payment method

A purchase order will be raised once the Contract has been signed. The purchase order is a vehicle for payment and not a firm commitment of spend.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

The Supplier shall submit invoices by email to **REDACTED TEXT under FOIA Section 40, Personal Information** and [**REDACTED TEXT under FOIA Section 40, Personal Information**](mailto:apinvoices-cab-u@gov.sscl.com) and follow the below criteria:

* The invoice must include the purchase order number.
* All invoices must be in PDF format attached directly to the email.
* Each invoice may only be provided in a single file, including all support- ing documentation. Additional or separate supporting documentation should not be attached as a separate file.
* Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above).
* Invoices must not be password protected.
* The total size of the email must not exceed 4MB.

# Buyer’s invoice address

# REDACTED TEXT under FOIA Section 40, Personal Information.

# FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

# Buyer’s authorised representative

# REDACTED TEXT under FOIA Section 40, Personal Information.

# Supplier’s authorised representative

# REDACTED TEXT under FOIA Section 40, Personal Information.

# Progress report frequency

Working Day of each month

# Progress meeting frequency

First Working Day of each month

# Key staff

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

# Key subcontractor(s)

Not applicable

# Commercially sensitive information

Not applicable

# Service credits

Not applicable

# 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)]

# Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call- Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

# For and on behalf of the Supplier:

Signature: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Role: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Date: **REDACTED TEXT under FOIA Section 40, Personal Information**.

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

Signature**: REDACTED TEXT under FOIA Section 40, Personal Information**.

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Role: **REDACTED TEXT under FOIA Section 40, Personal Information**.

Date: **REDACTED TEXT under FOIA Section 40, Personal Information**.