



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

PROVISION OF FN4G PROGRAMME 2022/23

To

CENTRAL DIGITAL & DATA OFFICE

(A TEAM WITHIN THE CABINET OFFICE)

Cabinet Office Contract ref: C2227

DECEMBER 2022

Digital Outcomes and Specialists 5 (RM1043.7) Framework

Schedule 6 (Order Form)

Version 3

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

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1. Order Form

1. **Call-Off Reference:** CCTS22A72
2. **Call-Off Title:** Provision of FN4G Programme 22_23
3. **Call-Off Contract Description:** A single Supplier Contract for the purchase of connectivity solutions.
4. **The Buyer:** Central Digital & Data Office (CDDO) - Cabinet Office
5. **Buyer Address:** [REDACTED]
6. **The Supplier:** UBDS IT Consulting Ltd
7. **Supplier Address:** [REDACTED]
8. **Registration Number:** [REDACTED]
9. **DUNS Number:** [REDACTED]
10. **SID4GOV ID:** TBC after award

2. Applicable Framework Contract

1. This Order Form is for the provision of the Call-Off Deliverables and dated 02/12/2022.
2. It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.
3. 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.
4. 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)).
5. Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

3. Call-Off Lot

Lot 1 Digital Outcomes Call-Off Incorporated Terms

4. 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 includes 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
 - Joint Schedule 12 (Supply Chain Visibility)
- 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 4 (Call Off Tender)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - 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.

5.Call-Off Special Terms

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

1. Call-Off Start Date: 05/12/2022
2. Call-Off Expiry Date: 04/12/2023
3. Call-Off Optional Extension Period: Not Applicable
4. Minimum Notice Period for Extensions: Not Applicable
5. Call-Off Contract Value: £523,325 Ex VAT
6. Buyer's Digital and Technology Special Terms
 - a. No special terms
7. Buyer's Information Assurance Special Terms
 - a. The Supplier must hold a current Cyber Essentials Plus certificate for the entire term of the contract, with a scope appropriate to the networks and end-user devices used to process CDDO owned data or connect to our productivity suites.
 - b. The supplier must adhere to the security requirements outlined in Call-Off Schedule 9 Annex 1 contained in Call-Off Schedules for The Provision of FN4G Programme 22_23 (CCTS22A72).
 - c. Annex 1 of Joint Schedule 11 (Processing Data) together with Appendix 1 of this Order Form describes the Processor / Controller arrangements.

6.Call-Off Deliverables

Call-Off Schedule 20 (Call-Off Specification) outlines the full requirements specification of services to be delivered. In summary, CDDO is looking for a supplier who can deliver the digital outcome to enable PSN users to adopt modern connectivity solutions, meaning they can migrate off PSN and strengthen their network security posture.

Section 2 of Schedule 20 (Call-Off Specification) specifies the following deliverables:

- D1 Kick off meeting between the client and supplier.
- D2 Direct engagement with organizations to scope their specific requirements and provide guidance on the suitability of a concept in terms of the organization's migration plan.
- D3 Produce case studies to promote adoption of alternative connectivity solutions.
- D4 Ongoing engagement with CCS to ensure joined-up approach and vendor neutrality.
- D5 Ensures a clear route to access and adopt technical concepts.
- D6 Define and deliver a stakeholder engagement strategy. Ensure engagement across the PSN community.
- D7 Track, monitor and report on PSN migration plans
- D8 Provide advice on comms channels and engagement opportunities to promote migration from PSN e.g. social media channels and sector events, forums etc.
- D9 Review, update and amend current PSN GOV.UK web content.
- D10 Promote technical architecture to assist departments to exit PSN.
- D11 Technical assessment of migration progress through reporting from internal and PSN community organizations



- D12 Enhance technical migration options and collaborate with CCS to improve commercial frameworks to enable departments to exit the PSN.

Section 2 of Schedule 20 (Call Off Specification) specifies the schedule of delivery, which is to conclude on 31 March 2023.

7. 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: As specified in Call-Off Schedule 20 (Specification).

8. Cyber Essentials Scheme

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



9. 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 £523,325 Ex-VAT.

10. Call-Off Charges

Fixed Price: The total contract value is £523,325 (Ex VAT) for the completion by 31st March 2023, of the deliverables described in Table 2.1 of Schedule 20 (Call-Off Specification).

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.

11. Reimbursable Expenses

None

12. Payment Method

The payment method is as detailed in Clause 4 of the Core Terms . All payments shall be made in accordance with Call-Off Schedule 5 (Pricing Details and Expenses Policy). The payment method for this Call-Off Contract is invoice and BACS.

13. Buyer's Invoice Address

Invoices will be sent to:

Cabinet Office

[REDACTED]
[REDACTED]
[REDACTED]

All invoices should be sent, quoting a valid Cabinet Office purchase order number (PO Number), to:

[REDACTED]

We will send you a unique PO Number to [REDACTED]

once this agreement has been executed by both parties. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, and the details (name and telephone number) of your customer contact (i.e. Contract Manager), and also what is being purchased. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment, please contact [REDACTED] or by telephone [REDACTED] between 09:00-17:00 Monday to Friday.

14. Buyer's Authorised Representative

[Redacted]

Programme Delivery Manager

[Redacted]

[Redacted]

15. Buyer's Environmental Policy

Cabinet Office Environmental Policy Statement, 26 October 2017, Available online at <https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement>

16. Buyer's Security Policy

Security policy framework: protecting government assets, 24 May 2018, available online at: <https://www.gov.uk/government/publications/security-policy-framework>

17. Supplier's Authorized Representative

[Redacted]

Chief Commercial Officer

[Redacted]

[Redacted]

[Redacted]

18. Supplier's Contract Manager

[Redacted]

Chief Commercial Officer

[Redacted]

[Redacted]

[Redacted]

19. Progress Report Frequency

To be provided to the Buyer's representative on the Fifth Working Day of each calendar month.

20. Progress Meeting Frequency

On the tenth Working Day of each calendar month. To be held either virtual via Googlemeets (or equivalent) or shall be conducted at the Buyers Address.
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Additional ad hoc meetings may be agreed between both parties as detailed in the Call-Off Schedule 20 (Specification).

21. Key Staff

No specific key staff mentioned.

22. Key Subcontractor(s)

N/A

23. Commercially Sensitive Information

Supplier's Commercially Sensitive Information – Bid and Price breakdown.

24. Balanced Scorecard

None/Not used

25. Material KPIs

Details can be found within Call-Off Schedule 20 (Specification) – Section 15 Service Levels and Performance.

26. Additional Insurances

As per Joint Schedule 3 (Insurance Requirements)

The insurance(s) required will be: -

- a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.

The Supplier shall hold the following insurance cover from the Contract Start Date in accordance with this Schedule:

- **Professional Indemnity Insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) or any higher minimum limit required by Law;
- **Public Liability and Products Insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) or any higher minimum limit required by Law; and
- **Employers' Liability Insurance** with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) or any higher minimum limit required by Law.



27. Guarantee

Not applicable

28. 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)

29. Statement of Works

CDDO FN4G Statement of Work v3.1 (Reference 22CDDO2511-3.1) describes how the supplier will meet the requirements outlined in Schedule 20 (Call Off Specification). This Statement of Work is summarized in Appendix 2 and attached as Annex A to Appendix 2.

During the Call-Off Contract Period, the Supplier is commissioned to deliver the services and outputs described in the Milestone Plan contained in CDDO FN4G Statement of Work v3.1 (Appendix 2 Annex A).

With agreement of both parties, the milestone schedule may be changed provided the overall contract value is not exceeded or the scope of the contract is not amended. Such changes will be documented in a Change Advisory Note and countersigned by both parties or with email confirmation by both parties.

For and on behalf of

[Redacted signature block]

[Redacted] 02/12/2022

[Redacted signature block]

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

Appendix 1 : Data Processing

Prior to the execution of this Order Form, Statement of Work and Call-Off Schedules, 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:

- Template Annex 1 of Joint Schedule 11 (Processing Data) Below
- This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of [REDACTED].

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of any personal data processed in providing the services.</p>
Duration of the Processing	The duration of the Call-Off Contract unless terminated earlier or extended under Part A 'Call-Off Contract term' above.
Nature and purposes of the Processing	<p>Storage of name and email addresses of PSN service users for the purpose of user research and user engagement.</p> <p>Storage of name and email address of CDDO people for the purposes of project and commercial management.</p>



	<p>The Buyer is the Controller and the Supplier is the Processor of any personal data processed in providing the services. Supplier shall process the Data as a processor only as necessary to perform its obligations under this specific Call-Off Contract and strictly in accordance with the documented instructions of Buyer. Except where otherwise required by law applicable to Buyer, in no event shall Supplier process the Data for its own purposes or those of any third party.</p>
Type of Personal Data	<p>Supplier is the Processor of any personal data processed in providing the services. This includes:</p> <ul style="list-style-type: none">• PSN User details of name, email address, and other contact details.• Buyer details of name, email address, and other contact details.
Categories of Data Subject	<ul style="list-style-type: none">• Staff accessing the platform• Staff managing the project
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	<p>Data and Information shall only be retained by the processor for the duration of the contract only. As part of contract offboarding, in advance of the termination of the contract data and information retained by the processor shall be promptly and securely deleted. This should include transfer of any artefacts (modules, tools, configurations, architectures, data structures) selected for further development and report documentation to the commission owner.</p>



Appendix 2

The Supplier's Statement of Work, "CDDO FN4G Statement of Work v3.1 (Reference 22CDDO2511-3.1)" describes how the supplier will meet the requirements outlined in Schedule 20 (Call Off Specification).

The full statement of work is attached as Annex A to Appendix 2. Key Information is reproduced below.

Deliverables

1. CDDO-FN4G-01 Kick off meeting between CDDO and UBDS
2. CDDO-FN4G-02 Direct engagement with an organization to scope their specific requirements and provide guidance on the suitability of a concept in terms of the organization's migration plan - Users and Hosters
3. CDDO-FN4G-03 Produce case studies to promote the adoption of alternative connectivity solutions.
4. CDDO-FN4G-04 Ongoing engagement with CCS for joined up, vendor neutral approach
5. CDDO-FN4G-05 Ensure a clear route to access and adopt technical concepts
6. CDDO-FN4G-06 Define and deliver a programme strategy that includes a stakeholder engagement strategy which feeds into the business case. Ensure engagement across the PSN community. Focusing on the top 3 applications
7. [REDACTED]
8. CDDO-FN4G-08 Provide advice on communication channels and engagement opportunities to promote migration away from PSN
9. CDDO-FN4G-09 Review, update and amend current FN4G GOV.UK web content
10. CDDO-FN4G-10 Promote technical architecture to assist departments to exit PSN for the top 3 applications
11. CDDO-FN4G-11 [REDACTED]
12. [REDACTED]
13. CDDO-FN4G-12
14. Deliver finalised Business Case for 23/24 continuation of programme

Charging Basis

The total value of this engagement is £523,325 excluding VAT. The table below illustrates expected invoicing schedule:

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

[Redacted text block]

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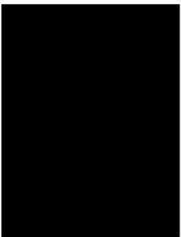
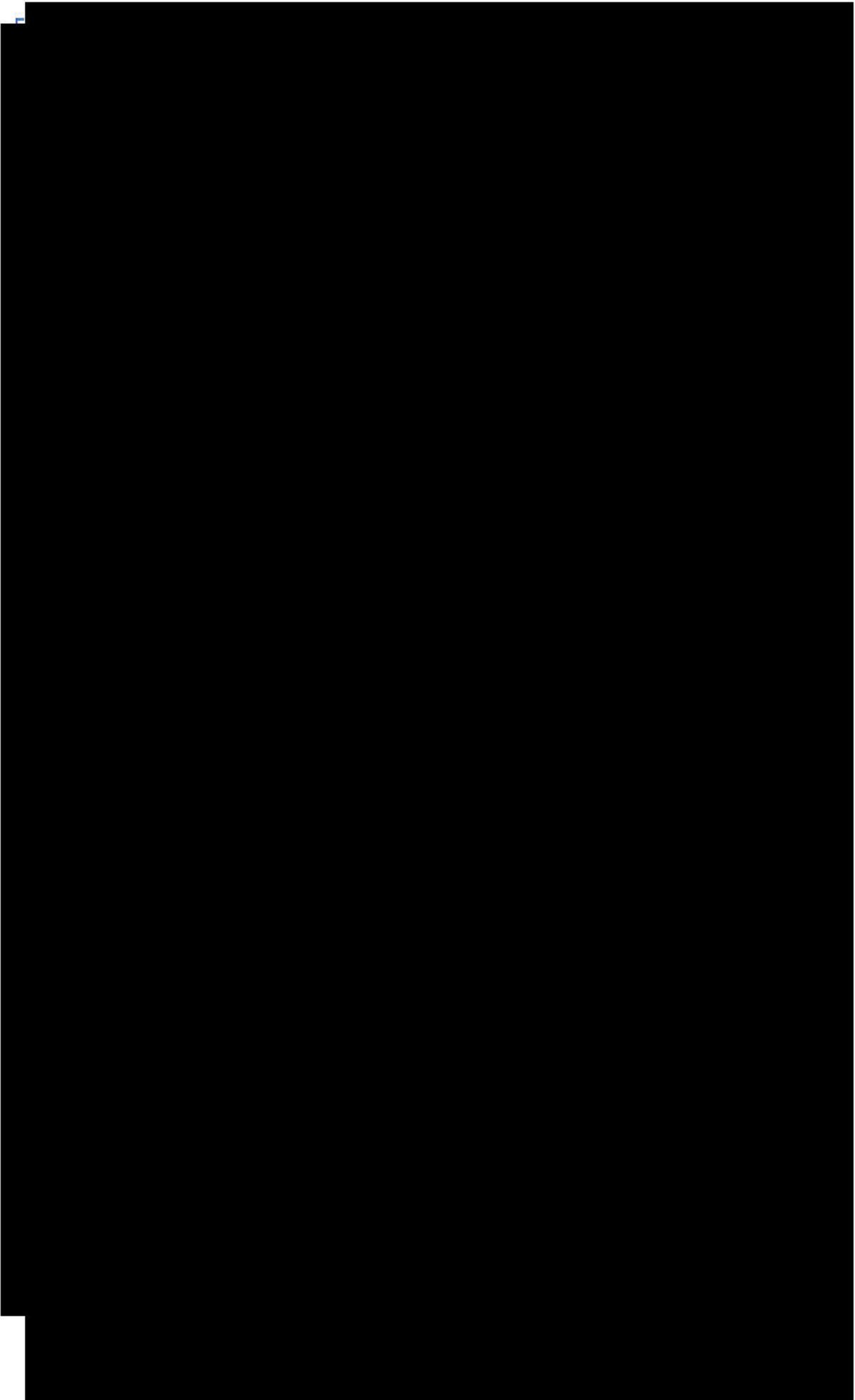
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[Redacted]

Your primary contact for this proposal is:

[Redacted]



[Redacted]

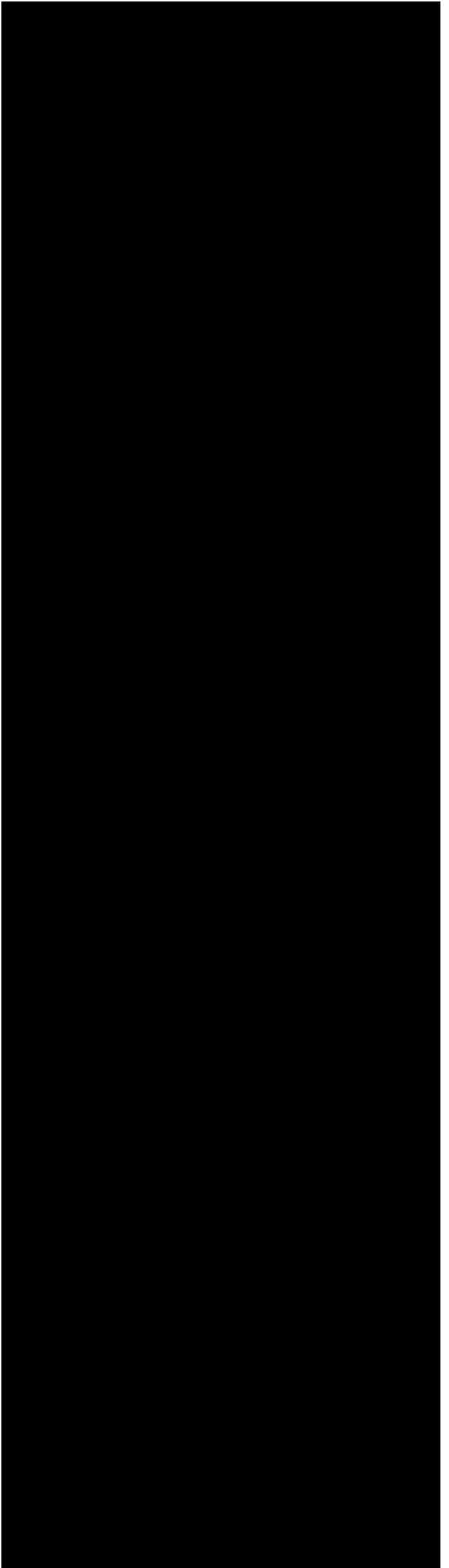
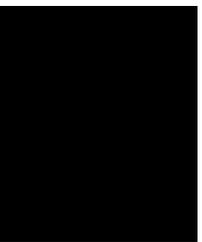
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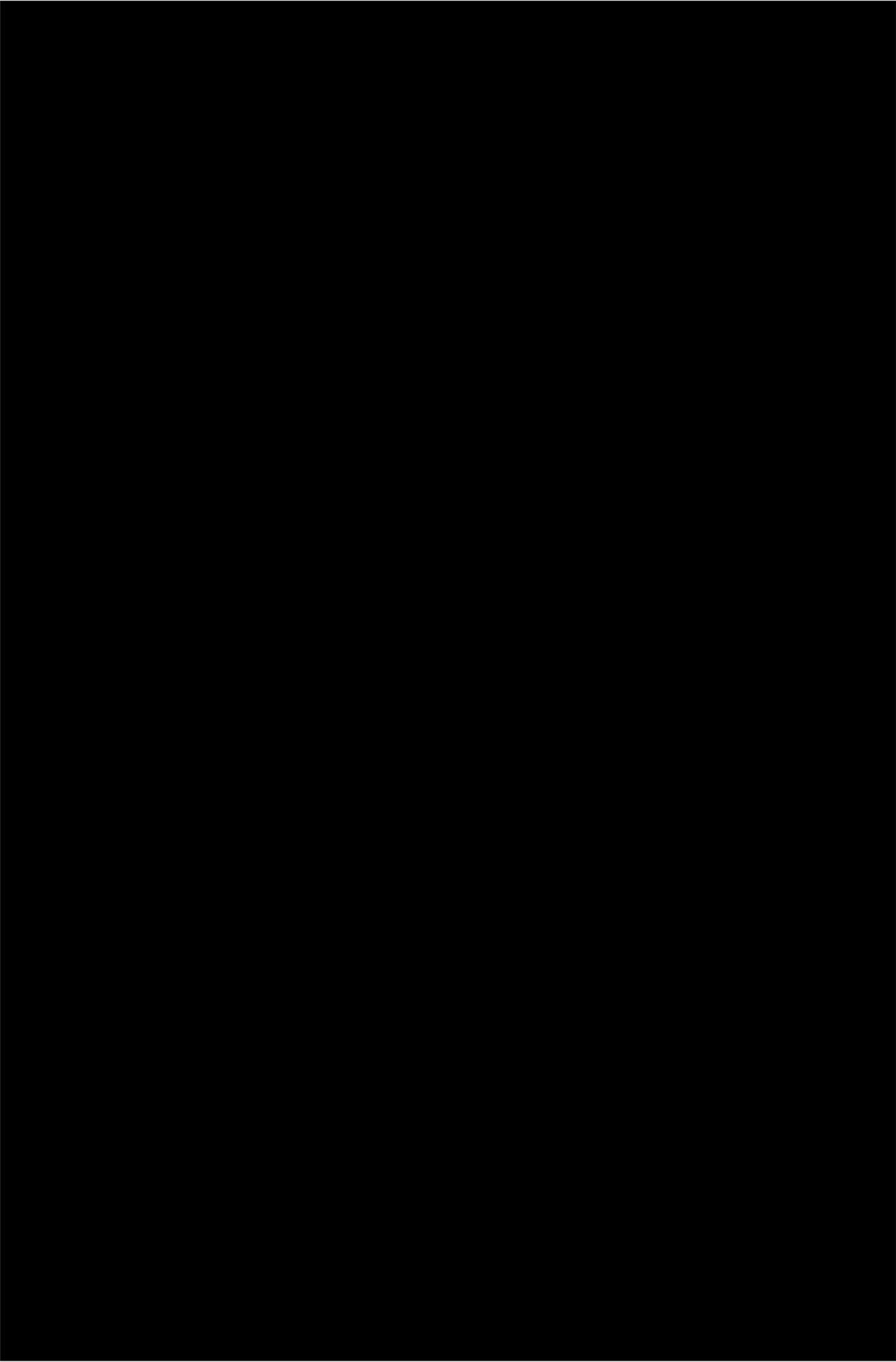
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[REDACTED]

[REDACTED]

[REDACTED]









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