



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: CCS 18509 / Atamis C23940

Call-Off Title: Biometrics Technical Services 2023

Call-Off Contract Description: A client-side biometric technical service with extensive experience of the following:

- Biometric application design at a conceptual level
- Biometric service design and development
- Biometric interfaces and service integration
- Biometric performance and Presentation Attack Detection (PAD) testing and assurance
- Technical / solutions architecture
- Systems integration and assurance
- Road mapping technical capabilities
- Security architecture
- Management of the biometric assurance environment

The Buyer: The Secretary of State for the Home Department

Buyer Address:

2 Marsham Street,
London,
SW1P 4DF

The Supplier: Identity E2E Ltd

Supplier Address:

Polhill Business Centre,
London Road,
Halstead,
Sevenoaks,
Kent
TN14 7AA



SID4GOV ID: N/A

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Applicable Framework Contract

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

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 shortly after 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 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 1 (Definitions)
 - 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
 - Home Office Schedule 36 (Social Value) _B (mid-tier)
- 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:

1. The Supplier shall provide the Services using suitably qualified personnel of their own choosing. The Supplier reserves the right to substitute any personnel, provided the substitute possesses the necessary skills, qualifications, expertise and security clearance for the satisfactory completion of the Services. The Supplier will remain liable for the Services completed by substitute personnel and will bear any costs of making the substitution. The engagement of Supplier personnel and how the services are to be carried are acknowledged as being under the full control of the Supplier.
2. The Buyer shall not exercise any supervision over the Supplier Staff in the provision of the Services. The Supplier shall endeavour to co-operate with the Buyer's reasonable requests within the scope of the Services, however it is acknowledged that the Supplier shall have autonomy over their working methods.
3. This Biometric Technical Services Contract is limited to the Buyer's requirements and Supplier's response in their Tender. The Supplier is not obliged to make its services available except for the performance of its obligations under this Call Off Contract. The Buyer is under no obligation to offer further contracts to the Supplier nor is the Supplier under obligation to accept such contracts or services if offered. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.
4. Any use of the term "vetting" in the contractual documentation related to Supplier Staff is agreed by the Buyer and the Supplier to refer exclusively to security clearance procedures and requirements in accordance with the security policy of

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specified by the Buyer and not to the Buyer determining general suitability of the Supplier Staff.

5. In the line with the BTS2023 procurement notice the Off-payroll (IR35) determination is stated as: "Contracted out service: the off-payroll rules do not apply" subject to approval of the contract and each SoW by Home Office Professional Services.

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Call-Off Start Date: 1 June 2023

Call-Off Expiry Date: 31 May 2024

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 12 + 6 months

Minimum Notice Period for Extensions: 3 months

Call-Off Initial 12-month Contract Value: £5.2m excluding VAT

Total 24-month Contract Value: £10.4m excluding VAT

Call-Off Deliverables

Option B: 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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

HOB_Information_Security_Policy-v3.0_20210323-ISO27001_Format as provided in the ITT Data Room in Jaggaer

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.

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 £5.2m.

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 Time and Materials (T&M)
- 3 Fixed Price
- 4 A combination of two or more of the above Charging methods.

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

The Supplier's Rate Card rates are inclusive of expenses except where a resource based in London and the South East has to travel outside of the M25. Travel expenses will not be paid for travel to a Buyer site in Croydon, London or within the M25. Travel expenses will not be paid for Supplier staff or its Subcontractors to travel to the Supplier's site(s).

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See also Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

BACS

Buyer's Invoice Address

Home Office

Accounts Payable

0345 010 0125

hosscc.metis.finenquiries@metis.homeoffice.gov.uk

HO Box 5015

SSCL

Phoenix House

Newport NP10 8FZ

United Kingdom

Buyer's Authorised Representative

Pam Wilson

Senior Commercial Lead


Pam.wilson2@homeoffice.gov.uk

Metro Point

49 Sydenham Road

Croydon

CR0 2EU

Buyer's Environmental Policy

Details in Schedule_36_Social_Value_ B (mid_tier) (2)

Buyer's Security Policy

HOB_Information_Security_Policy-v3.0_20210323-ISO27001_Format

Supplier's Authorised Representative


Chief Executive Officer



Polhill Business Centre

London Road

Halstead

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Sevenoaks

TN14 7AA

Supplier's Contract Manager

[REDACTED]

Chief Operating Officer

[REDACTED]

[REDACTED]

Polhill Business Centre

London Road

Halstead

Sevenoaks

TN14 7AA

Progress Report Frequency

On the last Working Day of each calendar month

Progress Meeting Frequency

Insert meeting frequency: Monthly on the first Working Day of each month

Key Staff

BTS 2023 Service Director:

[REDACTED]

Chief Executive Officer

[REDACTED]

Off-payroll (IR35) determination: Contracted out service - the off-payroll rules do not apply subject to approval by Home Office Professional Services.

Key Subcontractor(s)

Biometix - 3/16 Bentham Street, Yarralumla, 2600, ACT, Australia

BixeLab - 3/16 Bentham Street, Yarralumla, 2600, ACT, Australia

Commercially Sensitive Information

SFIA grade rate card

Balanced Scorecard

Call-Off Schedule 14 (Service Levels and Balanced Scorecard) - **Not Used** and replaced with Monthly Report Template attached at Annex 2.

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

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Material KPIs	Target	Measured by
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)

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:

Signature:

Name: [REDACTED]

Role: Chief Operating Officer

Date:

For and on behalf of the Buyer:

Signature:

Name: Pam Wilson

Role: Senior Commercial Lead

Date:

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Appendix 1

Details of the first Statement of Works will be agreed shortly after the contract signatures stage 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).

Annex 1 (Template Statement of Work)

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.

HOB BTS SoW Template V1

SoW no.	< SOW Reference >
Title	< SOW Title >
Date of SoW	< Please enter the first date of activity >
Buyer	<i>The Home Office 2 Marsham Street London SW1P 4DF</i>
Supplier	<i>Identity E2E Ltd</i>
Target Timescales for Duration of SoW	<Insert the period of activity or number of days here>
Charging methods for this SoW	<input checked="" type="checkbox"/> <i>Time and materials (T&M)</i> <input checked="" type="checkbox"/> <i>Fixed price</i> <input type="checkbox"/> <i>Other pricing method or a combination of pricing methods agreed by the Parties</i>
DOS5 Call Off Contract	Biometric Technical Services for the Home Office Biometrics Programme
Description and rationale for the Statement of work	<p>The BTS 2023 service has been procured by HOB to provide expertise in the design, integration and delivery assurance of HOB biometric services, sub-systems and components to support designing the future biometric systems and defining and managing the transition to a disaggregated and converged biometric service.</p> <p>The BTS service is intended to support HOB and enable the Technical Design Authority (TDA) to support a range of parallel activities across HOB.</p> <p>Note on the nature of this engagement and SoW: IdentityE2E has been engaged by HOB, via the stated DOS5 Call Off Contract, as a specialist biometric services company to deliver a range of services as defined in</p>

	<p>BTS 2023 requirements and set out in the milestones and deliverables in this SoW. Delivery requires a flexible team of resources, and IdentityE2E is entirely responsible for the day-to-day management of the BTS service and the provision and management of IdentityE2E resources to meet the demands of the BTS service and achieve the milestones and deliverables documented in this SoW. This includes IdentityE2E managing deployment of their team and flexing team numbers up and down against different milestones as appropriate to meet agreed prioritisation and ensure delivery. BTS 2023 is a contract for a fully managed, outsourced service and not a contract for supply of workers. IdentityE2E is not an agency (employment business / employment intermediary) and does not engage in contracts that require the placement of workers with an end client. This is an Outcomes based contract for services.</p>
<p>Management and Collaboration Arrangements</p>	<p>IdentityE2E has full ownership and management of project deliverables and outcomes documented in this SoW.</p> <p>Management of the Supplier Staff and services lies solely with the Supplier.</p> <p>Representatives from each party (Buyer and Supplier) are appointed to deal with the requisite collaboration between the parties in relation to the BTS Supplier provision of services and to provide relevant updates and progress meetings.</p>
<p>Key Delivery Milestones and Deliverables</p>	<p>Service Milestones and Deliverables See table below</p>

Service Milestones and Deliverables

Milestone	Key Activities / Deliverables	Milestone Date
< Milestone Name >	< Activities descriptions, deliverables and specific acceptance criteria as applicable to the activity>	< Date to be completed >

Note: For forecast resource allocation against the different milestones, please see the milestones allocation summary in the section below and also the calculations in the spreadsheet attached at Appendix A.

<p>Acceptance Criteria</p>	<p>Acceptance of service Deliverables will be managed through the monthly checkpoint reporting process.</p> <p>Document Deliverables to align with HOB templates / product descriptions for technical / architectural artefacts.</p> <p>Acceptance will require agreement from HOB TDA Lead and may also require TDA review and coordination with other HOB Stakeholders.</p> <p>If the milestone is related to a project milestone and does not have a direct Deliverable (only an indirect Deliverable), then HOB TDA Lead will be</p>
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	aware of the achievement of the indirect Deliverables through the project check points and the technical leads on each project.		
Estimated cost	Based on the outputs and products, the cost for delivery by the Supplier for this SoW is as per the following table:		
<p>Milestone allocations summary: <Provide supporting table for the estimate above to show resource allocations to activities > Estimated Expenses: £</p>			
Estimated value	<p>TOTAL = Note: Calculations used in this SoW will be submitted in a spreadsheet attached as Appendix A.</p>		
Key staff (for this SoW)	N/A (the SoW and contract is for services and not for labour)		
Dependencies on the Buyer			
	ID	Description	Due date

Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the supplier:

Name and title

Signature and date

_____X_____

For and on behalf of the departmental Buyer:

Name and title

Signature and date

X _____

Please note if this SoW causes the work commitment to exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

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 Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

No additional requirements.

Performance Management:

Material KPIs	Target	Measured by
Not Applicable		

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.

SOW Reporting Requirements:

SOW reporting requirements will be agreed between the HOB TDA Lead and the Supplier.

2 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials
- Fixed Price

Rate Cards Applicable

Competency Domain	SFIA Level		
	3	4	5
Architecture	£		
Engineering	£		
IT Operations	£		

All rates exclusive of VAT.



Normal working hours for delivery of the service will be 8 hours (between core times of 8am and 6pm), or on occasion the supplier may opt to work longer hours to meet deadlines for specific delivery milestones during busy periods.

Reimbursable Expenses:

See also Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Location for Delivery of Services:

The Supplier will manage and deliver the Services from its own premises, including use of remote working by the Supplier Staff team.

Where required for effective delivery of the Services, the Supplier may also provide Services at the Buyer's location at Metro Point or Lunar House in Croydon.

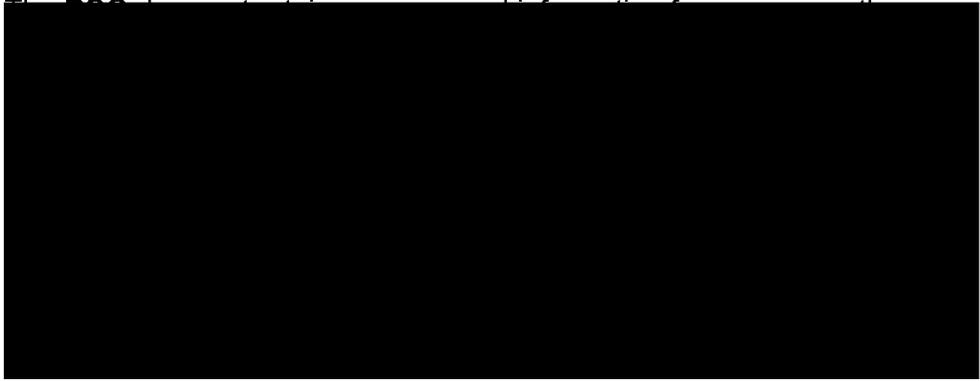
In addition, occasionally the Supplier may need to visit other Buyer's suppliers at other locations, or other Buyer locations, as agreed with the Buyer.

Annex 1
Data Processing

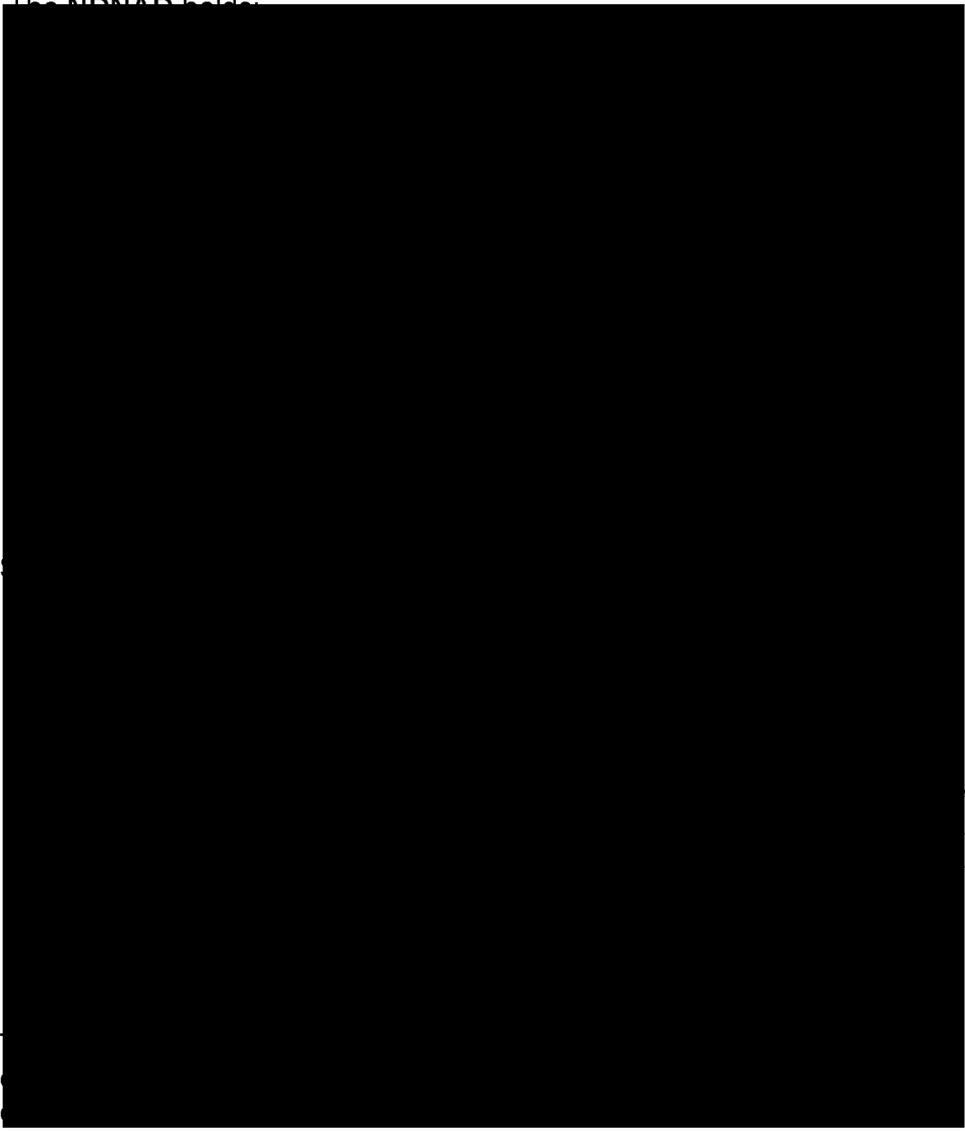
Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>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:</p> <div data-bbox="512 869 1469 1003" style="background-color: black; width: 100%; height: 60px; margin-top: 10px;"></div>
Duration of the Processing	For the duration of the contract and the obligations set out within the contract.
Nature and purposes of the Processing	<p>The DTC will be used for the purposes of the MOP and for the purposes of the</p> <div data-bbox="512 1167 1469 1973" style="background-color: black; width: 100%; height: 360px; margin-top: 10px;"></div>

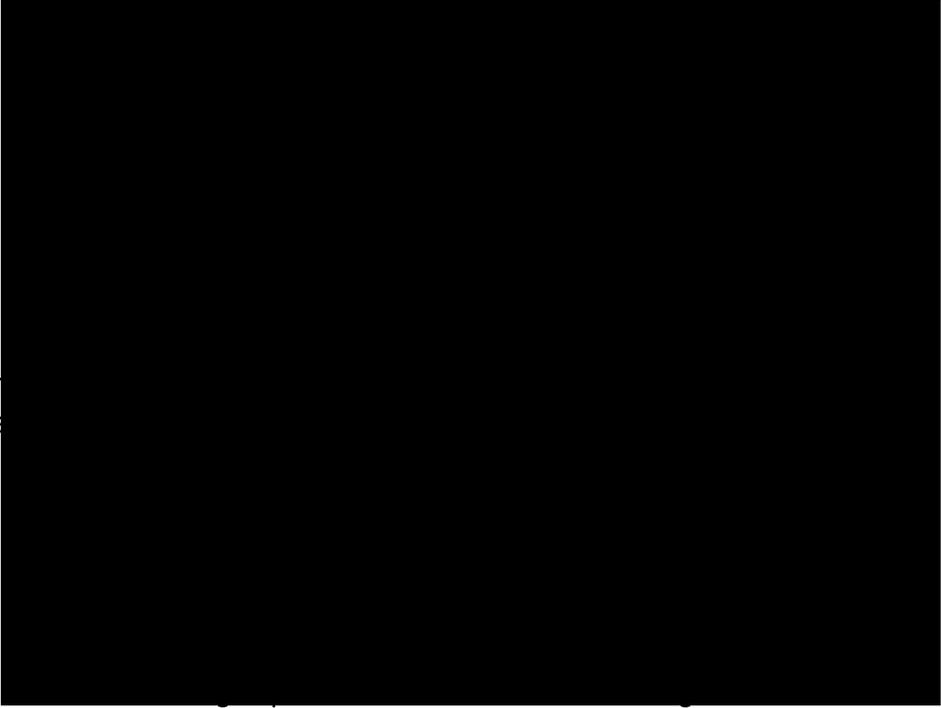
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	<p>These systems provide the following processing:</p>  <p>S S a</p>
Type of Personal Data	

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	<p>The NDMA holder</p> 
<p>Categories of Data Subject</p>	<p>Not applicable for data held on the BSC</p>  <p>(ce) (ses)</p>

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	<p style="text-align: center;">IARS</p>  <p>Te</p>
<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>Business data will be retained in line with existing data retention periods which are outlined in legislation.</p>

Annex 2

Highlight Report: Home Office Biometrics Programme – IdentityE2E Biometric Technical Services 2023 (BTS 2023)

HOB SoW Owner and Outputs Approver: HOB TDA Lead

1. Reference Information									
Report Date	30/06/2023	Period of Report	01/06/2023	To	30/06/2023	SoW PO Number	SoW00n TBC	RAG Status	GREEN

2. Milestones and Deliverables progress					
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Milestone	Key Activities / Deliverables	Milestone Date	RAG	% Complete	Comments

3. Period Summary

T&M Summary:

[enter summary table here]

Expenses:

[enter expenses summary details here]

PO Status Summary:

[enter PO usage this month and remaining amount here]

4. Deliverables and Achievements This Period

Services to support Home Office Biometrics Programme deliverables/milestones in section 2 above, highlights re

[enter bulleted list of activities/achievements here, collated via HOB project / workstream areas]

5. Deliverables and Achievements Planned for Next Period

Ongoing provision of Biometric Technical Services to HOB, as specified in the DOS5 Call-Off Agreement and cur

6. Summary of Highlighted Risks

Risk No	Description	Owner	Probability	Impact	RAG	

Note: The risks above are noted for review with and information of the SoW owner. The SoW owner will decide if the Programme risk register or the information used to update an existing entry in the register.

7. Summary of Highlighted Issues

Issue No	Description	Owner	RAG	

Note: The issues above are noted for review with and information of the SoW owner. The SoW owner will decide if the Programme issue register or the information used to update an existing entry in the register.

8. Specific additional items to discuss at Checkpoint Meeting

[enter specific items for discussion here]