



Cabinet Office

Order Form

The Provision of Data Marketplace Software Development and Systems Integration

Contract No: C2504

Order Form

Order Form

Call-Off Reference: C2504

Call-Off Title: Data Marketplace Software Development and Systems Integration

Call-Off Contract Description: Data Marketplace (DM) to be a new government service that provides a front door to discover, access and share government data in a legal, ethical and trusted way.

The Buyer: Cabinet Office

Buyer Address: 70 Whitehall, London, SW1A 2AS

The Supplier: Agrimetrix Limited

Supplier Address: Reading Enterprise Centre, University Of Reading, Whiteknights Road, Reading, RG6 6BU

Registration Number: 09626581

DUNS Number: 220924368

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 **1st February 2024**.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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) RM1043.8
- 3 Framework Special Terms

The following Schedules in equal order of precedence:

- Joint Schedules for RM1043.8
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 4 CCS Core Terms (version 3.0.11)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 6 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

None

Call-Off Start Date: 1st February 2024

Call-Off Expiry Date: 31st March 2025

Call-Off Initial Period: Fourteen (14) months

Call-Off Optional Extension Period: Six (6) months (Subject to securing further funding for 2025/26 financial year)

Minimum Notice Period for Extensions: One (1) month

Call-Off Contract Value: £4,160,586.38

Call-Off Deliverables

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

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days.

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).

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Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 **£3,328,469.10** (ex VAT).

Call-Off Charges

The total contract value including all expenses but excluding VAT - **£4,160,586.38**

Invoice and Payment Schedule will be agreed at the project kick-off meeting. All costs and rates will remain firm for the duration of the project.

Reimbursable Expenses

None

Payment Method

BACS

Buyer's Invoice Address

Cabinet Office
PO Box 405
SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ



Invoice and Payment Schedule

Payment will be on a time and materials basis at 4, 8, 12 weeks.



Buyer's Authorised Representative



Buyer's Environmental Policy

Not applicable

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Framework Ref: RM1043.8 Digital Outcomes 6
Model Version: v3.8

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Security Management Schedule (Developer) - Attached
Security Management Plan Template Developer Schedule - Attached

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

Quarterly on the first Working Day of each calendar month

Progress Meeting Frequency

Monthly on the first Working Week of each calendar month

Supplier's Key Staffs

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key Subcontractor(s)

None

Commercially Sensitive Information

The Supplier's technical submission and commercial proposal

Balanced Scorecard

Not applicable

Additional Insurances

Not applicable

Guarantee

To be discussed and ongoing throughout the project

Social Value Commitment





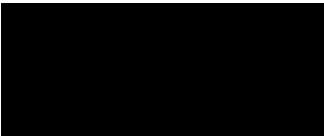
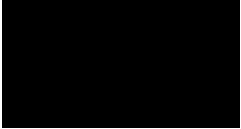
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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.

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For and on behalf of the Supplier	For and on behalf of the Buyer
Name: 	Name: 
Role: 	Role: 
Signature: 	Signature: 
Date: 1st February 2024	Date: 2nd February 2024

Annex 1 (Statement of Work)

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.

Buyer Requirements – SOW Deliverables

Background

Data sharing across government supports the delivery of great public services, drives government policy and supports decision making at all levels. But routinely the data that is required to improve a department's services or inform policies and decision making is held by another government organisation without cross-government visibility or access methods.

With the proliferation of government digital services, there has also been a proliferation of data capture (rather than re-use) and data storage (rather than from central master sources).

Through research undertaken as part of the discovery phase, we have identified that these problems arise from the processes around finding data in government, assessing how useful data is, arranging to share data and setting up appropriate agreements. Namely that:

- Discovery of data available from other departments, what it broadly contains, and where and how to get it is difficult and time consuming.
- The process of arranging a data share can take too long due to the differing standards, demands, and processes of different departments.
- When users are assessing whether the data is fit for purpose, it can be difficult to assess it against their needs when there is insufficient metadata.
- Access to data may be via manual or one-off export.

The data sharing problems identified are faced by all organisations across government and are priorities to resolve to help us to achieve the ambitions set out in the Digital and Data Roadmap and the National Data Strategy to make better use of data in decision making and delivery of public services.

The Data Marketplace will be a new government service that provides a front door to discover, access and share government data in a legal, ethical and trusted way. It will initially focus on sharing between public sector organisations, but there is also exploratory work underway to understand wider industry requirements for access to public sector data and the role that the Data Marketplace could play.

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Across government, the Data Marketplace key stakeholders can be categorised into three primary user groups;

- Acquirers - Users within departments/organisations that look to acquire data from other government departments for a range of purposes.
- Suppliers - Users within departments/organisations that have identified data assets that would be of value to share.
- Central Digital and Data Office (CDDO) - Is responsible for the implementation of the cross-government data strategy and the mission to improve data sharing across Depts in a lawful, ethical and secure way. Analysis of the use of the Data Marketplace will help to inform future strategy and areas of development to improve data sharing.

Scope of Requirement

The Data Marketplace (DM) will be a new government service that provides a front door to discover, access and share government data in a legal, ethical and trusted way.

The primary goal of the government DM is to improve both the data Acquirer's and Supplier's productivity by removing or reducing as much as possible the current pain points.

This includes the following business objectives:

- Enable users to easily find data available elsewhere in government.
- Allow data sharing to be set up more efficiently, effectively, transparently and in a trusted way.
- Support government organisations to create reusable data services that are interoperable with other government services.
- Provide easy access to support, guidance, standards and documentation for data use and sharing.
- Provide a holistic view of discovery and sharing of data facilitated by the DM with metrics on the gaps and barriers to data sharing to improve the government data ecosystem.

To achieve the above the following technical and process objectives need to be addressed:

- Efficient cross-government publication and harvesting of standardised metadata from departmental data catalogues and other repositories.
- Standardising a consistent workflow for data sharing and integrating this into existing departmental data sharing processes.
- Providing an Identity and Access Management solution to authenticate users and to authorise access to the relevant catalogue and workflow services.

In addition, the following delivery objectives are within scope:

- Resources necessary to manage the delivery and risks associated with the development of the service.
- Informative products and knowledge transfer sessions with existing staff to ensure continual knowledge transfer throughout the life of the contract.
- Design of future state support and maintenance required for ongoing operation of the service.
- Business analysis and stakeholder management to define the change required by suppliers/departments of process and technologies in order that they can be onboarded to the DM.

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- User research to understand user needs, jobs to be done and individual pain points and inform the design and development of the DM.

For a description of the technical architecture and design, a High-Level Design (HLD) document will be made available for further reference. This has been through our internal Technical Design Authority sign off process, as well as the cross-government Architecture Design Authority. Significant changes to the design will require further sign off through these governance groups.

Key Milestones and Deliverables

Proposed Solution

The supplier will utilise the Agrimetrics Data Marketplace SaaS solution, and any additional relevant COTs products, to deliver the Data Marketplace beta service that meets the specification in the High-Level Design document, with content from a minimum of five key departments.

Project Initiation

The project will commence upon the execution of the contract. Within 10 days of contract signing, the vendor shall provide an initial project plan and stakeholder management plan.

Private Beta User Engagement

The project has a minimum of five key departments signed up as private beta users to test and integrate the Data Marketplace with their internal processes. The Authority will arrange introductory workshops with private beta departmental key contacts within 15 days of project initiation.

Design Approvals

The supplier will deliver an initial solution design that will be signed off by the Data Marketplace internal Technical Design Authority. Design revisions, if necessary, must be completed within 7 days of client feedback.

Changes to the High-Level Design, or documenting key design decisions will be made by the CDDO Data Marketplace Internal Technical Design Authority with support from the supplier, and will also require approval through the Cross-Government Architecture Design Authority.

Sprint Deliverables and Review

If the supplier follows an agile approach; at the end of each sprint, the vendor will deliver working increments of the service. These increments will be subject to review and feedback by the CDDO Data Marketplace delivery team who will actively participate in sprint reviews.

Continuous Integration and Testing

Continuous integration and testing practices should be employed throughout the project to ensure the service's quality including automated testing and regular integration builds as part of the project workflow.

Retrospectives

Regular retrospective meetings will be conducted to assess project progress, team performance, collaboration and process improvements.

Retrospective findings may lead to adjustments in project practices.

Project Closure

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All project documentation shall be submitted within 30 days of project completion.

Final acceptance and sign-off by the Authority will mark the official project closeout.

Delivery Plan

Deliverable	Timescale	Description
Project Initiation - Project Plan, Sprint Outcomes Plan and Stakeholder Mgmt Plan, Deep dives completed, Beta Go-live service definition.	Week 2	Within 10 days of contract signing, the vendor shall provide an initial project plan and stakeholder management plan.
Private Beta User Engagement	Week 2	The Authority will arrange introductory workshops with private beta departmental key contacts within 15 days of project initiation.
Initial Solution Design	Week 4	The vendor will deliver an initial solution design within 30 days of project initiation.
Finalised Solution Design	Week 8	Approval through the internal technical design authority, and also require approval through the cross-government architecture design authority.
DevOps Onboarding of CDDO team	Week 4	Continuous integration and testing practices should be employed throughout the project to ensure the service's quality including automated testing and regular integration builds as part of the project workflow. Alternative development approaches to maintain quality will be clearly set out by the vendor and agreed before project initiation.
Beta Service Post Launch Rollout Plan	Week 8	A plan for roll out and scope of the features and content available in the public beta service post-launch.
Agrimetrics Data Marketplace (SaaS) Setup and Onboarding Complete	Week 4	Agrimetrics Data Marketplace is a SaaS COTS solution, Data Marketplace Licence Agreement reviewed and signed. Implementation of the SaaS solution and onboarding of DM team.
Private Beta Users Onboarding Complete	Week 6	Onboarding of private beta users to the SaaS solution.
Beta Service Assessment	Week 10	Assessment against the service standard.
Beta Service Launch	Week 12	Service launched.

Dependencies

CDDO will provide all necessary domains vulnerability information. The data will be accessible only to those who are authorised to receive it.

Supplier Resource Plan

To be provided at kick-off meeting.

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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 Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards

The Supplier must follow the Service Manual to deliver this project. The supplier must achieve a successful service assessment if required.

Service Levels and Performance

The Authority will measure the quality of the Supplier's delivery by adherence to the following required service levels/KPIs:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	The Supplier will endeavour to provide a timely service, provisioning the necessary resources to deliver digital services, or parts thereof, within 2 weeks of a request under this Call-Off.	100%
2	Adherence to milestones	The Supplier will deliver the key milestones to the times specified. These can be revised in agreement with the Authority if needed as work progresses, but should all be delivered by the end of the contract.	95%
3	Business critical incidents	The Supplier will, where required, promptly respond to business-critical incidents that relate to projects delivered by the Supplier, and efficiently investigate, triage, escalate and resolve incidents that relate to projects delivered by the Supplier.	100%

Key Supplier Staff

As stated on Order Form.

SOW Reporting Requirements

As stated on Order Form.

Annex 2 (Data Processing)

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.

- The contact details of the Buyer's Data Protection Officer are: dpo@cabinetoffice.gov.uk
- The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Cabinet Office (Authority) is Controller and the Supplier (Agrimetrix Limited) is Processor of the following Personal Data: All data associated with this agreement.
Duration of the Processing	The full duration of the contract.
Nature and purposes of the Processing	Data will be collected for the purposes of: <ul style="list-style-type: none"> • user research • customer outreach • testing and operation of the Data Marketplace service The nature of this processing could be any of the following: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation.
Type of Personal Data	This includes full name, work email address, work phone, role and organisation.
Categories of Data Subject	Staff in other government departments and the wider public sector and domain registrars.
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	The Supplier will undertake this work on the CDDO enterprise network using tools and platforms provided and agreed by the CDDO and in compliance with the Cabinet Office Data Protection Framework. The data will be processed and retained by the Supplier only for the duration of this contract and will be completely destroyed and all copies returned to the Authority.