

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: Acas27285

Call-Off Title: Acas Data Structure and Business Process Flows Digital Team

Call-Off Contract Description: Smarter resolution Data Structure and Business Process Flows Digital Team

The Buyer: Acas

Buyer Address: 8th floor, Windsor House, 50 Victoria St, London SW1H 0TL

The Supplier: Wyser Ltd

Supplier Address: Bevan Buckland Llp, Ground Floor Cardigan House, Swansea, SA7 9LA

Registration Number: 12657570

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 16th June 2023.

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

Lot1 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
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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

Call-Off Start Date: 16th June 2023

Call-Off Expiry Date: 15th June 2024

Call-Off Initial Period: 1 Year

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £1,498,873

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Call-Off Deliverables**Option A:****About the work**

Why the work is being done	<p>Acas has been through a two year programme to integrate greater levels of automation within the individual dispute resolution (IDR) service. As part of this work they have addressed user needs to ensure the journey make sense and is accessible at the right point. This next phase is to use data to automate actions for both internal and external users and then build an interface which allows users to see the progress of their case and interact with their conciliator. This will include driving the integration of data from a 3rd party with an organisation still developing substantial elements of it's own case management processes. Improved user experience with fewer resources.</p>
Problem to be solved	<p>Parties in dispute know where they are in the journey increasing user satisfaction and reducing stress by providing updates on the status of their case.</p> <p>Data, conciliator or user action can prompt the action of a user or conciliator to move the case forward.</p> <p>users will be satisfied with digital updates on progress and conciliator time can be spent on casework.</p> <p>users may be able to interact with the interface to supply information representatives with many cases will be able to see what is happening on each case and which conciliator is handling it.</p> <p>parties in dispute are 'nudged' into taking an action.</p>
Early market engagement	None
Any work that's already been done	<p>There has been a discovery into case status and business process flows identifying the need to utilise both mechanisms to achieve the best and most flexible outcomes.</p> <p>Acas has conducted an organisation wide service design project which identified the opportunity for a user interface, it has also completed a short discovery and an alpha phase called 'track your case online'.</p> <p>Acas has an API in place to take data from the 3rd party.</p>
Existing team	<p>There is an experienced digital team within Acas and an experienced agile project delivery team. For this piece of work Acas would deploy a</p> <ol style="list-style-type: none"> 1) product manager 2) product owner

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	<p>3) associate delivery manager to work alongside and learn from the contractor</p> <p>4) a user researcher to work alongside the UR for this project</p> <p>5) some time from the Acas service designer but it is anticipated that the team will be required to supply a service designer</p> <p>6) A service owner</p> <p>7) a programme coordinator</p> <p>8) a content designer</p> <p>9) an associate developer - Acas requires a supplier who can support the development of a new developer by involving them in delivery and provide mentoring</p> <p>The Acas team would be supplemented by support from</p> <p>1) internal data lead and team</p> <p>2) DDat director</p> <p>3) head of digital</p> <p>4) content design team</p> <p>5) website product owner</p> <p>6) Acas developers</p> <p>7) head of content</p>
Current phase	Discovery

Who the users are and what they need to do

Key User	Key User Definition
User	As a user I am concerned when I don't hear from my conciliator frequently and it leads to feelings of distress so I need to be able to assured that action is taking place and my case is moving forward.
Conciliator	As a conciliator I need to spend my time resolving cases not providing updates to users which don't move the case forward.
Representative	<p>As a representative I need to be able to see which cases are live with Acas and their status and know which conciliator is handling which case.</p> <p>As a representative I need a system to have different levels of access control so me and my team can work across the same cases.</p>
Organisation	As an organisation we need to be able to spot patterns in demand to provide the best service possible.

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Work setup

Address where the work will take place	Acas, Windsor House, 50 Victoria street, London, SW1H 0TL, - base only - work can be in any location or hybrid
Working arrangements	The supplier team will work 37 hours per week during normal office hours. Acas will supply Office accounts and multi factor authentication to be used on supplier devices. The project will be remote with regular travel (up to 2 days a week) to London.
Security clearance	<ul style="list-style-type: none"> Baseline Personnel Security Standard (BPSS) Not Specified

Additional information

Special Term or Condition
All expenses must be pre-agreed between the parties and must comply with the Cabinet Office (CO) Travel and Subsistence (T&S) Policy. All vendors are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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:

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.

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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 **£1,498,873**

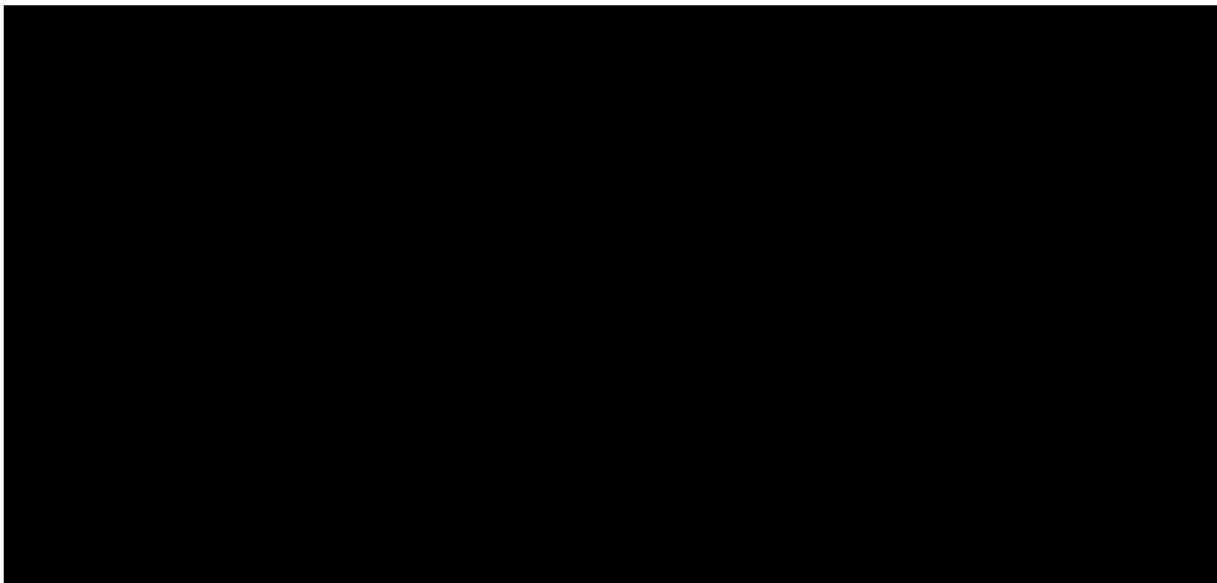
Call-Off Charges

1 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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Section 1: Discovery Phase Day Rates

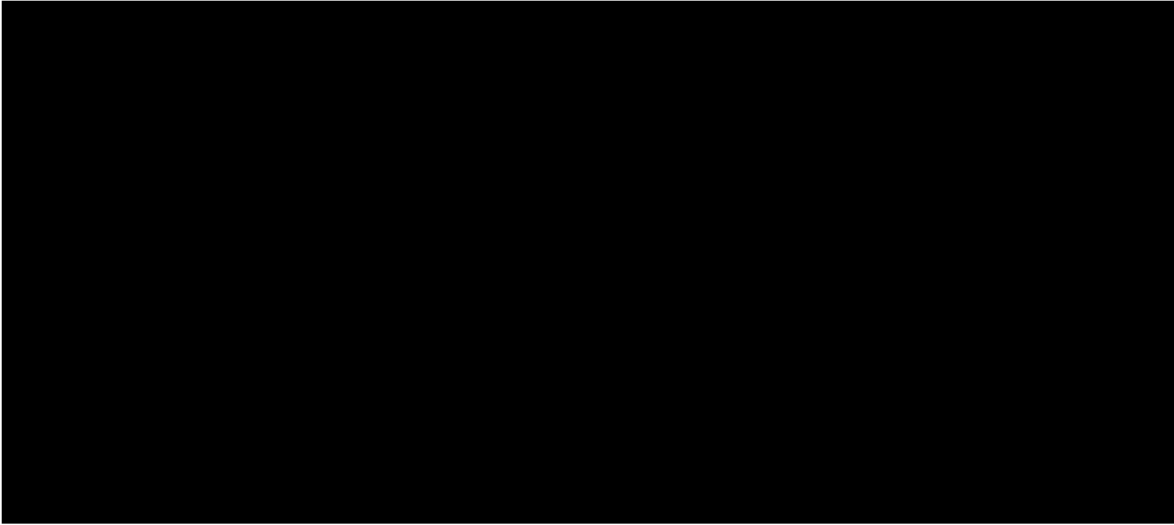


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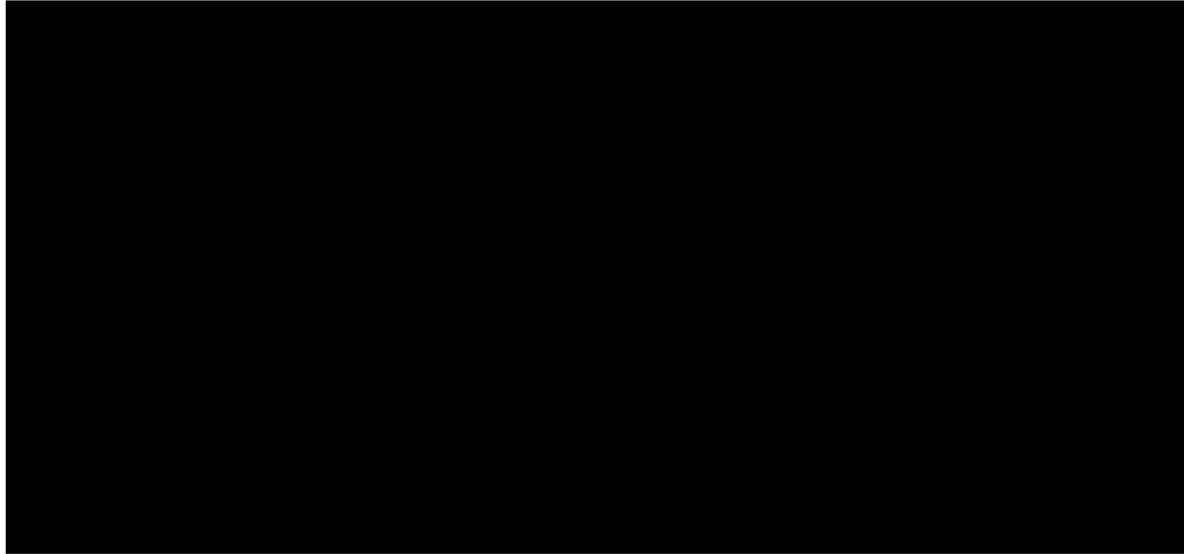
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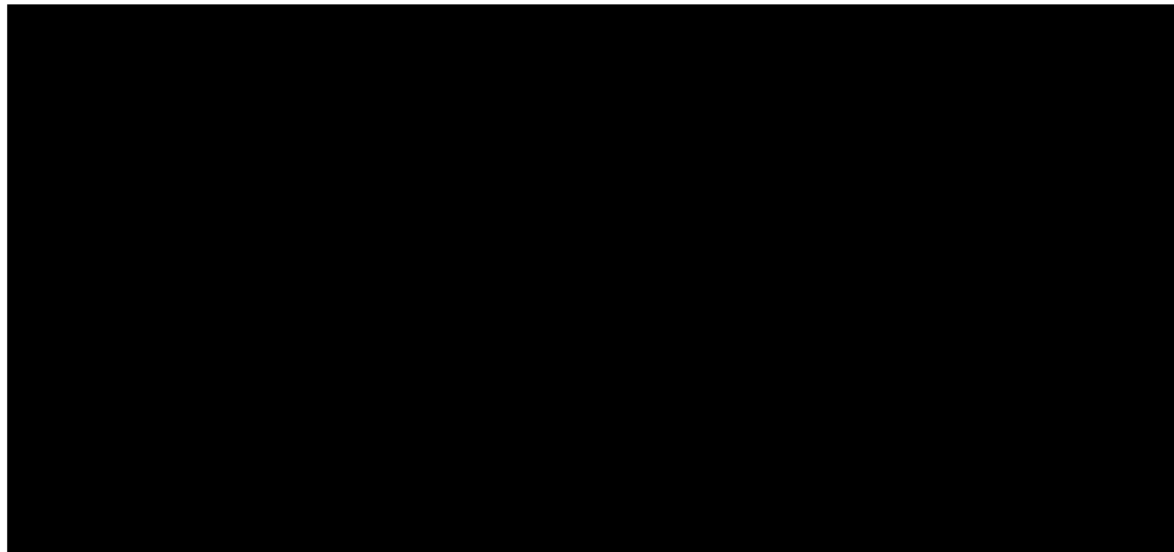
Section 2: Alpha Phase Day Rates



Section 3: Beta Phase Day Rates



Section 4: Live Phase Day Rates



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Reimbursable Expenses

All expenses must be pre-agreed between the parties and must comply with the Cabinet Office (CO) Travel and Subsistence (T&S) Policy. All vendors are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>

Payment Method

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

All invoices to be submitted monthly in arrears.

Buyer's Invoice Address

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

Director of IDR Services

[REDACTED]

[REDACTED]

8th Floor Windsor House, 50 Victoria Street, London, SW1H 0TL

Buyer's Environmental Policy

NA

Buyer's Security Policy

NA

Supplier's Authorised Representative

[REDACTED]

Chief Operating Officer

[REDACTED]

[REDACTED]

Wyser Ltd, Ground Floor Cardigan House, Castle Court, Swansea Enterprise Park, Swansea, Wales, SA7 9LA

Supplier's Contract Manager

[REDACTED]

Chief Operating Officer

[REDACTED]

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Wyser Ltd, Ground Floor Cardigan House, Castle Court, Swansea Enterprise Park,
Swansea, Wales, SA7 9LA

Progress Report Frequency

At the end of each calendar month

Progress Meeting Frequency

Progress meetings will be facilitated through daily stand-up, show and tells and at the end of each sprint. Adhoc meetings where required to address urgent priority items.

Key Staff

Will be defined in each SoW

Key Subcontractor(s)

Will be defined in each SoW

Commercially Sensitive Information

Suppliers tender and price schedule

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Material KPIs

Not Applicable

Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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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:

DocuSigned by:
[Redacted Signature]

Name:

FD78804DFF4F409...
[Redacted Name]

Role:

Director

Date:

23/6/2023

For and on behalf of the Buyer:

Signature:

DocuSigned by:
[Redacted Signature]

Name:

[Redacted Name]

Role:

Mr

Date:

26/6/2023

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Appendix 1

Statement of Work (SoW)

See Appendix 1 dated 16^h June 2023

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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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

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> <ul style="list-style-type: none"> For the purposes of the processing by Wyser Limited and its subcontractors, principles relating to the processing of personal data shall be in accordance with UK GDPR 2021, namely, Article 5 (1) (a) processed lawfully, fairly and in a transparent manner; (b) collected for specific, explicit and legitimate purposes and not further processed in a manner that is incompatible with these purposes; (c) limited to what is necessary; (d) kept in a form which permits identification of data subjects for no longer than is necessary; and (f) processed in a manner that ensures appropriate security of the personal data.
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	<p>The supplier will be processing personal data in a commissioned piece of work to review and build IDR processes and working practices. This will entail sifting through Acas and external client and contact data contained within case notes. There will also be assessment of Individual Dispute Resolution data, but this is unlikely to contain any further personal data.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>
Type of Personal Data	Personal data including: name, address, date of birth, telephone number, contained within case notes.

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	<p>Acas client case data which may contain case notes and sensitive special category information relating to racial and ethnic minority origin, personal details, religious or philosophical beliefs, trade union membership, or data concerning health or a natural person's sex life or sexual orientation.</p> <p>Sensitive information may also be stored within internal Acas documentation concerning staff details – covered by all of the above personal data categorisations.</p>
Categories of Data Subject	Staff; customers; clients; suppliers
<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>Data will potentially be retained for the duration of this SoW.</p> <p>No data will be retained longer than is required to meet the deliverables within this SoW.</p> <p>At the end of this SoW, or extension, or subsequent SoW(s), all Acas supplied data will be deleted/destroyed, using secure deletion routines; for example overwriting data with random data (one pass), DoD 5220.22-M standard (3 passes)</p>