

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

Order Form

CALL-OFF REFERENCE: WP2113.2

CALL-OFF TITLE: WP2113.1, WP2113.2, WP2113.3 and
WP2113.4 Capability Delivery Partner
for GOV.UK Publishing Service

CALL-OFF CONTRACT

DESCRIPTION: The Contracting Authority is seeking delivery partners to work with GDS to provide whole or partial multi-disciplinary digital teams to work on outcomes that support the wider programme delivery in parallel to building sustainable in-house capability to further extend and run services post contract end.

The outcomes GDS want to achieve include the following. These will evolve as we perform ongoing user research, in order to better understand and meet the evolving needs of the publishing community:

- Updating and improving the Whitehall Publishing application to incorporate the [GOV.UK Design System](#), and improving user journeys in Whitehall to make it easier for publishers to complete all publishing tasks.
- Ensuring publishing journeys meet evolving accessibility standards and at least [WCAG 2.1 AA accessibility](#), removing all legacy Bootstrap code from Whitehall.
- Migrating users from other publishing applications to consolidate publishing in Whitehall for government publishers and implementing the recommended changes to Content Strategy in Whitehall (Publishing application).
- Reduce errors in publishing by replacing and updating the software for managing assets and attachments in Whitehall.
- Update and improve the access management and permissions software for all publishing applications and other applications currently using the Signon application.
- Using recommendations from a discovery into permissions and publishing tasks as a starting point, this work will create a secure system for signing into publishing software making it possible for publishers to access and manage the content they need to.
- Explore and develop new content tools to reduce the ongoing cost of manual updates currently carried out by developers. This work will explore how we can replace processes

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and development work to most significantly reduce developer time spent on tasks where tooling (either built or bought) could enable publishers to self-serve.

- The expectation is to initially expand two established teams, so they are at full capacity and progressing work at pace by March 2023. As well as increasing capacity, the aim is to develop early joiners knowledge of the Publishing platform, so they are in a position to explain and delegate work to new teams which would onboard during 2023-24.

THE BUYER: **Cabinet Office (Government Digital Service)**

BUYER ADDRESS

Buyer's main address: Cabinet Office, 1 Horse Guards Road, London, SW1A 2HQ.

GDS: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

THE SUPPLIER: Thoughtworks Ltd

SUPPLIER ADDRESS: 76-78, Wardour Street, London, W1F

00R. United Kingdom

REGISTRATION NUMBER: 4091535

DUNS NUMBER: 22-090-1784

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01 February 2023.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):

Lot 1: Digital Programmes

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 5 (Corporate Social Responsibility)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)
 - o [Call-Off Schedule 2 (Staff Transfer)]
 - 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 Deliveries)

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- o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender 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 AND SCHEDULES

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

Staff Vetting

1. The Supplier shall comply and ensure that its subcontractors other than Cloud Service Providers ("Non-CSP subcontractors") comply with the following procedures with respect to the vetting of all staff engaged by the Supplier or its Non-CSP subcontractors in the delivery of the Services ("Supplier Staff")
2. Subject to paragraphs 3 to 5 the Supplier shall ensure that:
 - a. all Supplier Staff who are required to have security, architect development, coding or production platform access shall have passed SC clearance unless otherwise agreed by the Buyer; and
 - b. all other Supplier Staff who are engaged in the delivery of the Services shall have passed BPSS clearance unless otherwise agreed by the Buyer.
3. The Supplier will be deemed to be in compliance with paragraph 2 where the Supplier (or its Non-CSP subcontractor where applicable) has submitted an application for the necessary clearance prior to the relevant member of the Supplier Staff being assigned to the delivery of the Services PROVIDED THAT:
 - a. the Supplier shall notify the Buyer if a member of the Supplier Staff has been refused the relevant clearance immediately on becoming aware of the same; and
 - b. the Supplier shall immediately remove the relevant person from the delivery of the Services, if instructed to do so by the Buyer.
4. The Supplier shall ensure that all Supplier Staff are UK based unless otherwise agreed by the Buyer in accordance with this paragraph:
 - a. the Buyer is entitled to refuse to allow Supplier Staff to be based in any country the laws, practices or policies of which the Buyer (in its absolute discretion) considers to pose a potential threat to the Buyer or its business;

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- b. Where the Supplier wishes to engage Supplier Staff who are located in another country, the Supplier must undertake a staff vetting process which the Supplier has demonstrated (to the Buyer's reasonable satisfaction) is substantially equivalent to SC or BPSS clearance (as the case may be).
5. **Exceptions Process.** Notwithstanding paragraphs 2 to 4, the Buyer reserves the right (in its absolute discretion) to approve the appointment of any member of Supplier Staff taking account of such investigations or considerations as the Buyer's Information Assurance function sees fit to carry out or deems relevant.
6. The Supplier shall ensure that all records of vetting checks are accessible either via a certificated BPSS/SC document for the individual or in the form of a documented checklist. The Supplier must maintain records of all such checks and make them available to the Buyer for audit purposes on request.

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CALL-OFF START DATE: **10 February 2023**

CALL-OFF EXPIRY DATE: **09 February 2024**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD: **6 Months**

MINIMUM NOTICE PERIOD FOR EXTENSION(S): **1 Month**

CALL-OFF CONTRACT VALUE: **Up to £7,650,000.00 (excluding VAT)**

KEY SUB-CONTRACT PRICE: **The maximum value of contract will be £7,650,000.00 (excluding VAT). The Contract value from 01 February 2023 - 31 March 2023 will not exceed £1,200,000.00 (excluding VAT).**

CALL-OFF DELIVERABLES

Option A: See below.

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

The Buyer requires the Supplier to comply with the following additional Standards:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
 - The Government Technology Code of Practice (<https://www.gov.uk/government/publications/technology-code-of-practice>)
 - The Government Service Standard and Service Manual (<https://www.gov.uk/service-manual/service-standard>)
 - Resources to be supplied in accordance with DDAT Competency framework guidelines: <https://www.gov.uk/government/collections/digital-data-and-technology-professional-capability-framework>
 - NCSC Cyber Assessment Framework Guidance <https://www.ncsc.gov.uk/collection/cafi/cyber-assessment-framework>
 - NCSC guidance <https://www.ncsc.gov.uk/section/advice-guidance/all-topics>
 - Minimum Cyber Security Standards <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard/the-minimum-cyber-security-standard>
 - NCSC Cloud Security Principles <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>

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- ISO 270001
- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.
- Agreeing a Statement of Work
 - Buyer to draft SOW with milestone deliverables for the outcome
 - Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
 - Supplier to propose the team required to deliver the outcome.
 - Supplier will share costs, timelines and team profile
 - Buyer to agree the team proposed
 - SOW is signed

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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 under clause 11.2 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

The Data Protection Liability Cap for the purposes of clause 11.6 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£3,825.000.00 (excluding VAT) maximum** Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

- (1) Capped Time and Materials (CTM) as per Supplier's rate card supplied as part of the Supplier's written response. The Maximum Contract Value will be £7,650,000 (excluding VAT). The value of the Contract should not exceed £1,200,000.00 (excluding VAT) between 1 February 2023 and 31 March 2023.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2113.1.

BUYER'S INVOICE ADDRESS:

Name: Shared Service, [REDACTED]

Email: [REDACTED]
[REDACTED]

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

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BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]

Role: [REDACTED]

Phone:

Email Address: [REDACTED]

Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

BUYER'S ENVIRONMENTAL POLICY

Please find below the link to the Cabinet Office sustainable development

policy: <https://intranet.cabinetoffice.gov.uk/task/sustainable-development/>

BUYER'S SECURITY POLICY

Please see Annex 2.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Address: Federation House, 2 Federation Street, Manchester, M4 4BF. United Kingdom

SUPPLIER'S CONTRACT MANAGER

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

Address: Federation House, 2 Federation Street, Manchester, M4 4BF. United Kingdom

PROGRESS REPORT FREQUENCY

On the 15th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the second Working Day of each quarter

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

Address: 1st Floor, 76-78 Wardour Street, London, W1F 0UR

[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

Address: 1st Floor, 76-78 Wardour Street, London, W1F 0UR

The Contracting Authority deems this a Contracted In Service (inside IR35).
Suppliers are responsible for determining their worker status in accordance with
IR35. We will be making IR determinations in a Statement of Work basis and
confirm if the Contracted Service will be inside or outside IR35. whether there is a
requirement to issue a Status Determination Statement]

KEY SUBCONTRACTOR(S)

- Not Used

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COMMERCIALLY SENSITIVE INFORMATION

Any information relating to the following is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions. :

- Personal information (CV's, names, contact details etc.)
- Pricing and details of Supplier's cost base (Rate Cards etc)
- Insurance arrangements
- Proprietary information; and/or approach and/or methodologies

BALANCED SCORECARD

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

MATERIAL KPIs

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

A. KPI: Performance to pay process

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates <ul style="list-style-type: none">• Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

B. KPI: People (resourcing)

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

C. KPI: Partnering behaviours and added value

Met	Partially met	Not met
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<ul style="list-style-type: none"> • No behavioural problems identified • Buyer workshops attended and positive contributions made • Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> • Some minor behavioural problems • Supplier only attends some workshops or provides minor contributions • Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> • Significant behavioural problems • Supplier contributions are rare or insignificant and shows little interest in working with other suppliers • No added value contributions recognised by the Programme
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D.KPI: People in place (Delivery)

Met	Partially met	Not met
<ul style="list-style-type: none"> • No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required • No problems identified with quality of work or state of facility • Supplier is making positive team contributions • Supplier skills or facilities meet the standards expected 	<ul style="list-style-type: none"> • Minor issues noted with quality of work or standard of facilities • Few contributions made within team 	<ul style="list-style-type: none"> • Resource is swapped out from project due to deficiency in skill-set or change of facility is required • Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) • Significant issue with quality of work or facility noted in a month

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements):
Cyber Security Insurance with a minimum level of indemnity of £5 million.

GUARANTEE

N/A

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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: Thoughtworks Ltd		For and on behalf of the Buyer: Cabinet Office	
Signature:	<div>DocuSigned by: <i>Patrick B Samacke</i> BCFC3DF3C5D048E...</div>	Signature:	
Name:	<div></div>	Name:	<div></div>
Role:	Managing Director, UK	Role:	Head of Commercial
Date:	13 February 2023 4:18 PM	GDMatte:	13th February 2023

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 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 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("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.	
Date of SOW:	1st February 2023
SOW Title:	Scaling of Publishing Experience
SOW Reference:	WP2113.2-SOW-01

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Call-Off Contract Reference:	WP2113.1, WP2113.2, WP2113.3 and WP2113.4: Capability Delivery Partner for GOV.UK Publishing Service
Buyer:	Cabinet Office (Government Digital Service)
Supplier:	Thoughtworks Ltd
SOW Start Date:	14th February 2023
SOW End Date:	12th May 2023
Duration of SOW:	13 Weeks
Key Personnel (Buyer)	[REDACTED]
Key Personnel (Supplier)	Resources shall have the prescribed level of security clearance: <ul style="list-style-type: none">• BPSS for all resources, supplier staff shall be UK based and supplier will need to provide proof that staff have been vetted to meet BPSS security clearance requirements prior to them starting work on the contract• All Supplier resources, including SubContractors and partners, working on the project must be aware of and observe their obligations and responsibilities around confidentiality and protection of data as set out in the terms and conditions of this Order Form and applicable Schedules.
Subcontractors	Not applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	The Contracting Authority is seeking delivery partners to work with GDS to provide whole or partial multi-disciplinary digital teams to work on outcomes that support the wider programme delivery in parallel to building sustainable in-house capability to further extend and run services post contract end.
Delivery phase(s)	Beta
Overview of Requirement	<p>The outcomes GDS want to achieve include the following. These will evolve as user research is performed, in order to better understand and meet the evolving needs of the publishing community:</p> <ul style="list-style-type: none">• Updating and improving the Whitehall Publishing application to incorporate the GOV.UK Design System, and improving user journeys in Whitehall to make it easier for publishers to complete all publishing tasks.• Ensuring publishing journeys meet evolving accessibility standards and at least WCAG 2.1 AA accessibility, removing all legacy Bootstrap code from Whitehall.• Migrating users from other publishing applications to consolidate publishing in Whitehall for government publishers and

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	<p>implementing the recommended changes to Content Strategy in Whitehall (Publishing application).</p> <ul style="list-style-type: none"> • Reduce errors in publishing by replacing and updating the software for managing assets and attachments in Whitehall. • Update and improve the access management and permissions software for all publishing applications and other applications currently using the Signon application. • Using recommendations from a discovery into permissions and publishing tasks as a starting point, this work will create a secure system for signing into publishing software making it possible for publishers to access and manage the content they need to. • Explore and develop new content tools to reduce the ongoing cost of manual updates currently carried out by developers. This work will explore how we can replace processes and development work to most significantly reduce developer time spent on tasks where tooling (either built or bought) could enable publishers to self-serve. • The expectation is to initially expand two established teams, so they are at full capacity and progressing work at pace by March 2023. As well as increasing capacity, the aim is to develop early joiners knowledge of the Publishing platform, so they are in a position to explain and delegate work to new teams which would onboard during 2023-24.
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p>Sole</p> <p>Responsibility: <input type="checkbox"/></p> <p>Self Directed</p> <p>Team: <input type="checkbox"/> Rainbow</p> <p>Team: <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	Milestone Deliverables, Objectives and Outcomes		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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1	<p>Gain an understanding of the GOV.UK publishing applications and the wider GOV.UK technical stack</p> <p>Outcomes</p> <ul style="list-style-type: none">• Supplier staff understand the GOV.UK architecture and application suite• Supplier staff are able to make iterative improvements to GOV.UK Publishing Experience applications which are consistent with GOV.UK standards and conventions• Supplier staff are familiar enough with the publishing applications and stack that they can contribute to technical planning of upcoming work• Supplier staff collaborate with GOV.UK technical staff, iteratively working towards and documenting cross-cutting decisions	GDS Senior Delivery Manager reasonably agrees that Supplier has met these outcomes	May 2023
2	<p>Maintain and support GOV.UK publishing experience applications in collaboration with GDS technical staff</p> <p>Outcomes</p> <ul style="list-style-type: none">• Investigated and resolved prioritised issues raised via support tickets• Contributed to team activities to establish improvements and future plans for applications• Participation in rotas with GDS technical staff to keep application dependencies up-to-date	GDS Senior Delivery Manager reasonably agrees that Supplier has met these outcomes	May 2023
3	<p>Modernise the user interface of Whitehall publisher to meet accessibility standards and</p>	GDS Senior Delivery Manager reasonably agrees that Supplier has met these outcomes	May 2023

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	<p>improve users' common workflows</p> <p>Outcomes</p> <ul style="list-style-type: none">• Contribute to the team goal of completing the migration of the Whitehall edition system (creating and editing a document) from legacy Bootstrap to GOV.UK Design System• Planned how to complete the full migration of Whitehall user interface to GOV.UK Design System• Contributed to delivering iterative improvements to image workflow• Collaborated with GDS colleagues to plan and prioritise iterative improvements		
4	<p>Develop the Whitehall content modelling to enable publishing application consolidation and future flexibility</p> <p>Outcomes</p> <ul style="list-style-type: none">• Contributed to a team that is delivering improvements in flexibility and reduction in complexity to the Whitehall edition content modelling• Working with GDS colleagues, undertake a discovery and technical feasibility review of combining applications to our Whitehall publishing system, and reducing complexity in publishing• Understand the tech constraints, dependencies and architecture of GOV.UK to allow a more flexible content modelling that better supports development practices• Investigated the suitability of Travel Advice	<p>GDS Senior Delivery Manager reasonably agrees that Supplier has met these outcomes</p>	<p>May 2023</p>

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	<p>Publisher as initial application for consolidation</p> <ul style="list-style-type: none">• Contribute to developing an understanding of content modelling across GOV.UK applications and is delivering an approach that could meet multiple needs• Develop and contribute to a proposal on improving the content modelling and had this accepted with other teams that are stakeholders in Whitehall publisher, the proposal will consider other teams aspirations for improvements in Whitehall that require content modelling improvements• Plan the sunseting of the GOV.UK application Maslow and begin to investigate the sunseting of other publishing applications that aren't consistent with GOV.UK's long term architectural goals• Team has established working patterns with other teams working with Whitehall publisher to ensure healthy collaboration with minimal overlap		
5	<p>Iterate/redevelop the Whitehall asset manager and wider sub-system synchronisation for increased application reliability and reduced errors</p> <p>Outcomes</p> <ul style="list-style-type: none">• Established a team with an active roadmap to:<ul style="list-style-type: none">○ redevelop the Whitehall asset system to be applied consistently across the app,	<p>GDS Senior Delivery Manager reasonably agrees that Supplier has met these outcomes</p>	<p>May 2023</p>



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	<p>with assets stored in the cloud, original iterations of files available and resolving syncing issues with the Asset Manager service</p> <ul style="list-style-type: none"> ○ migration Whitehall's communication with Asset Manager to use a non legacy API, rather than Whitehall's specific endpoints ○ reconsider the communication strategies with downstream GOV.UK services, Publishing API and Asset Manager, to consistently use asynchronous operations, can cope with state changes and can communicate progress/errors to users <ul style="list-style-type: none"> ● Team has established working patterns with other teams working with Whitehall publisher to ensure healthy collaboration with minimal overlap 		
Delivery Plan	TBC		
Dependencies	<ul style="list-style-type: none"> ● GDS to provide prompt clarification on scope, timely decisions and priority questions to inform daily work of the team ● GDS will assist in facilitating access to stakeholders, users and target departments in a timely manner as required ● Appropriate connectivity and collaboration tooling in place (including GDS approved video conferencing and distributed collaborative workspaces such as Mural, Miro) ● GDS to provide SME support where required ● GDS to provide timely access to necessary environments and equipment ● GDS to ensure access to representative data ● GDS to provide timely access to any existing documentation / reports 		

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	<ul style="list-style-type: none">• GDS accounts to be provided• GDS to provide access to incident response plan and assurance processes
Supplier Resource Plan	<div></div> <p>Based on the current understanding of the scope, duration and resourcing required to perform the Services under this Call-Off Contract, the indicative resourcing required is outlined above alongside the estimated total charges. The total charges are an estimation and actual charges shall be billed on a time and materials basis based on the actual staffing and duration of the agreement.</p>

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	<p>Both parties have agreed to a weekly governance meeting to ensure on-going review of the scope, resources and duration required, as well as progress against outcomes. GDS Lead Delivery Manager will need to provide prior approval to any changes to team size or shape proposed by the supplier - This will be done as part of a change control process within our weekly governance sessions.</p> <p>All charges are exclusive of VAT and expenses (if any), subject to prior approval and in line with the Cabinet Office Expenses Policy). VAT and agreed expenses shall be billed in addition to Charge. Nonetheless, the Charges under this Call-Off Contract shall not exceed the Maximum Fees</p>
Security Applicable to SOW:	<p>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).</p> <ul style="list-style-type: none">• The Service provided by the Supplier and its subcontractors must be UK based only. This includes all data processing activities.
Cyber Essentials Scheme	<p>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).</p> <ul style="list-style-type: none">• The Service provided by the Supplier and its subcontractors must be UK based only. This includes all data processing activities.
SOW Standards	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>
Performance Management	<p>Not applicable</p>
Additional Requirements	<p>Where applicable will be tracked through regular governance processes</p>
Key Supplier Staff	<p> Address: Federation House, 2 Federation Street, Manchester, M4 4BF. United Kingdom </p>

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	<div data-bbox="459 181 916 297"></div> <p data-bbox="459 297 1270 331">Address: 1st Floor, 76-78 Wardour Street, London, W1F 0UR</p> <div data-bbox="459 371 941 526"></div> <p data-bbox="459 526 1270 560">Address: 1st Floor, 76-78 Wardour Street, London, W1F 0UR</p>
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Worker Engagement Status	Outside IR35
[SOW Reporting Requirements:]	Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none">• Capped Time and Materials <p>[REDACTED]</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	See Supplier Resource Plan Table
Financial Model	See Supplier Resource Plan Table
Reimbursable Expenses	See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name	[Redacted]
	and title	Managing Director, UK
	Date Signature	13 February 2023 4:18 PM GMT
DocuSigned by: <i>Patrick B Samacke</i> BCFC3DF3C5D048E...		
For and on behalf of the Buyer	Name	[Redacted]
	and title	[Redacted]
	Date	13th February 2023
	Signature	

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:

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 3 to paragraph 16 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">• name and surname;• a home address;• an email address such as name.surname@company.com;• Phone number;• location data;
Duration of the Processing	For the duration of the contract term
Nature and purposes of the Processing	<p>The nature of the Processing is to strategic goals to transform government publishing:</p> <ul style="list-style-type: none">• to provide and improve tools that help publishers make use of our design patterns, formats, and content types to publish content on GOV.UK• to make the publishing service easier to operate and iterate by reducing duplication of data and other technical debt in our publishing platform, consolidating to fewer platforms• to enable new workflows and operating model by improving access and permissions• to empower GDS content teams with flexible tooling to meet complex needs without needing custom development• remove the manual support burden on developers for publishing tools, by enabling publishers to do more

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Type of Personal Data	<p>All Personal Data is as defined with Article 4 (1) of Data Protection Act 2018 (DPA 2018). including:</p> <p>name and surname; a home address; an email address such as name.surname@company.com; Phone number; location data;</p>
Categories of Data Subject	<p>Data subject is as defined within the Data Protection Act 2018.</p> <ul style="list-style-type: none">• The Authority's Current personnel (including Contractors, Agency Workers and Temporary Workers)• Customers• Suppliers• Application end-users• Website end-users
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>The Supplier shall return all Personal Data to the Buyer upon expiry or End of the Call-Off Contract and shall remove all Personal Data from the Supplier's Property in accordance with Good Industry Practice. Confirmation of deletion of data to be issued to the Buyer as requested.</p>

Annex 2: Security Schedule

The **Supplier and Subcontractor** will ensure compliance with;

GDS Secure Developer Information Assurance Schedules

<https://drive.google.com/file/d/1d9LV0RulfEHHiKByRFZQImW7P4CIRhok/view?usp=sharing>

Government Functional Security Standard No.7

<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>

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