



Crown  
Commercial  
Service

## Order Form

Civilian Reserve Discovery and Alpha

Contract Reference: CCIS21A47

Digital Outcomes and Specialists 5 (RM1043.7)

Version 2

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## **Order Form**

Call-Off Reference: CCIS21A47

Call-Off Title: Civilian Reserve Discovery and Alpha

### **Call-Off Contract Description:**

The delivery partner will assist the Authority in carrying out the Discovery and Alpha phases of the Civilian Reserve initiatives. These details of these services will be provided by SoWs, which will be agreed with the supplier before work begins.

The delivery partner will provide specialist digital resources and expertise including: user research, business analysis, interaction design, and software prototyping

It is expected that the incoming Supplier will work alongside our in-house delivery team in accordance with the following values and principles of Agile delivery. The in-house delivery team currently consists of a Delivery Manager and Service Manager with support from the wider digital team. As the product moves into Alpha we expect to recruit additional in-house roles.

The Buyer: Cabinet Office

Buyer Address: [gbsfinance@cabinetoffice.gov.uk](mailto:gbsfinance@cabinetoffice.gov.uk), Benton Park View, Newcastle Upon Tyne, NE98 1ZZ

The Supplier: VERSION 1 SOLUTIONS LIMITED

Supplier Address: Grosvenor House, Prospect Hill, Redditch, Worcestershire, England, B97 4DL

Registration Number: 03438874

DUNS Number: 536340334

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 13<sup>th</sup> December 2021.

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 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 Attachment 5a Order Form).

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**

### **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 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
  - Call-Off Schedules for RM1043.7
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### **Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract: None

Call-Off Start Date: 4<sup>th</sup> January 2022

Call-Off Expiry Date: Friday 1st July 2022.

Call-Off Initial Period: 6 months

Call-Off Optional Extension Period: 6 months if utilised

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £231,520.00 (ex VAT).

The total contract value including any extensions **Commercially Sensitive Information** (ex VAT) is £231,520.00.

#### **Commercially Sensitive Information**

The capped costs for the Discovery stage will be Redacted – **Commercially Sensitive Information**

The capped costs for the Alpha stage will be - **Commercially Sensitive Information**

The delivery partner will have two capped T&M statements of work. There will be a gateway decision between the two stages and the Discovery SoW will not commit the Authority to continue into the Alpha stage.

### **Call-Off Deliverables**

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: **None**

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Basic 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: £231,520.00 (ex VAT).

### **Call-Off Charges**

The total contract value including any extensions (ex VAT) is £231,520.00.

Please refer to Call-Off Schedule 5 Pricing Details for Suppliers full submission.

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

Order Form

Deliverables.

**Reimbursable Expenses**

None

**Payment Method**

Capped Time and Materials (CTM)

**Buyer's Invoice Address**

Redacted – Commercially Sensitive Information

**Buyer's Authorised Representative**

Redacted – Personal Information

**Buyer's Environmental Policy**

None

**Buyer's Security Policy**

None

**Supplier's Authorised Representative**

Redacted – Personal Information

**Supplier's Contract Manager**

Redacted – Personal Information

**Progress Report Frequency**

Every 2 weeks from start date

**Progress Meeting Frequency**

Every 2 weeks from start date

**Key Staff – Version 1 Solutions Limited**

Name	Job Title
Redacted – Personal Information	Redacted – Personal Information
Redacted – Personal Information	Redacted – Personal Information

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

Suppliers bid submission

**Balanced Scorecard**

Please refer to Call Off Schedule 14 Service Levels and Balanced Scorecard

**Material KPIs**

Please refer to Call Off Schedule 14 Service Levels and Balanced Scorecard

**Additional Insurances**

Not applicable

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**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. (See Annex 1 Template Statement of Work).

### **For and on behalf of the Supplier:**

**Signature:** Redacted – Personal Information

**Name:** Redacted – Personal Information

**Role:** Redacted – Personal Information

**Date:** Redacted – Personal Information

### **For and on behalf of the Buyer:**

**Signature:** Redacted – Personal Information

**Name:** Redacted – Personal Information

**Role:** Redacted – Personal Information

**Date:** Redacted – Personal Information

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## **Appendix 1**

Please refer to Call-Off Schedule 20 (Call-Off Specification)



## **Annex 1 (Statement of Work)**

To be used if required by the Customer for any further requirements during the course of this contract.

### **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.

**Date of SOW:** 14<sup>th</sup> December 2021

**SOW Title:** SOW001

**SOW Reference:** Civilian Reserve Discovery Phase

**Call-Off Contract Reference:** CCIS21A47

**Buyer:** Cabinet Office

**Supplier:** VERSION 1 SOLUTIONS LIMITED

**SOW Start Date:** To be agreed

**SOW End Date:** To be agreed

**Duration of SOW:** 4 weeks (indicative)

#### **Key Personnel (Buyer):**

**No staff, outside of the named account staff, will be Key Personnel during this delivery.**

#### **Key Personnel (Supplier):**

**No staff, outside of the named account staff, will be Key Personnel during this delivery.**

**Subcontractors:**

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Not applicable

## 2 Call-Off Contract Specification – Deliverables Context

To be used if required by the Customer for any further requirements during the course of this contract.

**SOW Deliverables Background:** Please refer to Call-Off Schedule 20 (Call-Off Specification)

**Delivery phases:** Discovery only during this SOW

**Overview of Requirement:** Discovery for Civilian Reserve

**Buyer Requirements – SOW Deliverables**

**Outcome Description:** Please refer to Call-Off Schedule 20 (Call-Off Specification)

Milestone Ref	Milestone	Milestone Description	Acceptance Criteria	Due Date
DEL001	Dual Delivery/Ways of Working	The Supplier will work in collaboration with the Cabinet Office team to establish a secure and consistent strategy for dual delivery.	MUTUALLY Agreed with BUYER DM and SUPPLIER DM	As per indicative plan below (Figure 1)
DEL002	Profiles/Personas	Create an understanding of the user needs and goals by identifying and creating (epic level) user profiles for all the different (potential) users of the system.	Signed off and mutually agreed in scope Profiles / Personas by Buyer Product Owner with the SUPPLIER DM	As per indicative plan below (Figure 1)
DEL003	User Story Epics	Provide an understanding of the user needs and goals by creating user stories for the different (potential) users of the system	Signed off and mutually agreed in scope User Story Epics by Buyer Product Owner with the SUPPLIER DM	As per indicative plan below
DEL004	User Journey Map/Service Map	Create a process map to show how users would use the digital service	Signed off and mutually agreed in scope User Journey Map signed off by Buyer Product Owner / Service Owner with the SUPPLIER DM	As per indicative plan below

DEL005	User Requirements Epics	Create a list of Epic level user requirement for the digital service	Signed off and mutually agreed in scope User Requirements Epics by Buyer Product Owner with the SUPPLIER DM	As per indicative plan below
DEL006	Technical landscape & architecture	<p>Show how this service will align with and integrate with other shared services.</p> <p>Identify the constraints, blockers and opportunities associated with these key services, including CS skills assessment tools, payroll and other shared services capabilities, such as the ERP systems of the new clusters.</p>	Signed off and mutually agree landscape and architecture artefact(s) by the BUYER Architecture representatives and the SUPPLIER Technical Architect	As per indicative plan below
DEL007	Performance framework and measures	Create the foundations of a performance framework setting out how the service will measure if it is successful.	Signed off and mutually agreed performance framework and measures between the BUYER Service Owner / Product Owner and the SUPPLIER DM	As per indicative plan below
DEL008	Policy Review	Identify the policy intents, what role the digital service would have in its delivery and what constraints the policies create.	Signed off Policy Review document between the BUYER Service Owner and the SUPPLIER SERVICE DESIGNER/DM	As per indicative plan below
DEL009	Security Landscape	Create a security landscape overview that will provide an understanding of the security and assurance landscape, including potential threats and controls.	Signed off and mutually agreed scope of Security Landscape between BUYER Architecture representatives and SUPPLIER	As per indicative plan below

			Technical Architect	
DEL010	Discovery report	<p>Produce a Discovery Report, covering the key points in this section, including:- the current landscape, problem(s) to be solved, opportunities, constraints, risks and recommendations.</p> <p>The report should include an evaluation of whether the project should continue into Alpha.</p>	<p>Signed off and mutually agreed scope of Discovery Report between BUYER DM and SUPPLIER DM</p> <p>Signed off and mutually agreed Discovery report between BUYER DM/Product Owner and SUPPLIER DM</p>	As per indicative plan below
DEL011	Alpha work proposal and roadmap	<p>Produce a work proposal for the alpha SoW, including the main areas/assumptions to be investigated and tested such as potential technologies.</p> <p>The proposal should also include high-level understanding of the likely scale of costs caveated with the assumptions that will be tested in the Alpha Phase.</p>	<p>Signed off and mutually agreed scope of Alpha work proposal and roadmap between the BUYER DM / Service Owner / Product Owner and the SUPPLIER DM</p> <p>Production of ALPHA SOW by SUPPLIER DM should works continue to ALPHA</p>	As per indicative plan below

**Delivery Plan: Indicative plan shared below:**

*Figure 1- Indicative Delivery Plan* **Redacted – Commercially Sensitive Information**

**Dependencies:**

Risks	Redacted – Commercially Sensitive Information
Issues	Redacted – Commercially Sensitive Information

Dependencies	Redacted – Commercially Sensitive Information
Contingencies	Redacted – Commercially Sensitive Information
Assumptions	Redacted – Commercially Sensitive Information

**Supplier Resource Plan:**

**Anticipated number of days per role – note the Supplier reserves the right to change roles / people to ensure the deliverables / outcomes are met in conjunction with augmenting the Buyer delivery team:**

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**Supplier Rate Card:**

<u>Role (According to Service Manual)</u>	<u>Description (what they do)</u>	<u>Offered Daily Rate For The Contract (£GBP)</u>

<b>Delivery Manager</b>	<p>Your delivery manager is responsible for:</p> <ul style="list-style-type: none"> <li>• Setting up the agile environment your team needs to build and iterate a user-centred service</li> <li>• Removing obstacles or ‘blockers’ to progress</li> <li>• Helping your service team become better at autonomously organising their own work</li> <li>• Making sure accessibility is factored into each feature or activity the team’s working on</li> </ul>	Redacted – Commercially Sensitive Information
<b>Senior User Research</b>	<p>Your user researcher helps your team learn about the people who will use your service. This will help you design and build a service that works well for all your users, including people with a disability and those who need support.</p> <p>On your team, they will:</p>	Redacted – Commercially Sensitive Information
<b>User Research</b>	<ul style="list-style-type: none"> <li>• Plan and carry out research using a range of methods</li> <li>• Involve the team in user research to help everyone develop a deep understanding of your users</li> <li>• Create clear findings that help your team continuously improve your service, based on data and evidence</li> </ul>	Redacted – Commercially Sensitive Information
<b>Content Designer</b>	<p>A content designer is responsible for the content in your service. They contribute to service design by:</p> <ul style="list-style-type: none"> <li>• Developing content plans and strategies based on user needs</li> <li>• Writing clear, usable and accessible content in plain English</li> <li>• Reviewing content to make sure it’s accurate, relevant, accessible and written in line with GOV.UK style</li> <li>• Communicating the principles of content design to your service team and others across your organisation</li> <li>• Advocating for users of your service by challenging requests that don’t support their needs</li> </ul>	Redacted – Commercially Sensitive Information

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**Security Applicable to SOW:**

As set out in Call-Off Schedule 9 (Security) and any additional requirements in the Call-Off Schedule 20 (Call-Off Specification)

**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:**

Not applicable

**Performance Management:**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard) and the Call-Off Schedule 20 (Call-Off Specification)

**Additional Requirements:**

Not applicable

**Charges**

**Call Off Contract Charges:**

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is **Redacted – Commercially Sensitive Information**

**Rate Cards Applicable:** As per Call-Off Schedule 5 (Pricing Details and Expenses Policy),

**Reimbursable Expenses:** None

**3 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 Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

**Signature:** **Redacted – Personal Information**

**Name:** **Redacted – Personal Information**

**Role:** **Redacted – Personal Information**

**Date:** **Redacted – Personal Information**

**For and on behalf of the Buyer**

Attachment 5a – Order Form

**Signature:** Redacted – Personal Information

**Name:** Redacted – Personal Information

**Role:** Redacted – Personal Information

**Date:** Redacted – Personal Information

## Annex 1

### Data Processing

As per Annex 1 of Joint Schedule 11 (Processing Data) unless amended through completion of this SoW Schedule during the contract term.

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><b>The Relevant Authority is Controller and the Supplier is Processor</b></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> <p>No data is expected to be processed as part of the Discovery or Alpha Phases of the project, however some dummy data may be used (TBC with supplier). If dummy data is used it will consist of the following items – Name, Date of birth, Location details, Identification number, work history, skills and any other details TBC with the supplier as needed.</p> <p>Any additional processing of personal data requirements will be discussed with the Supplier on Contract Award.</p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul> <p>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority.</p>

Duration of the Processing	From start of Discovery phase until the end of Alpha phase – approximately 6 months period from contract start date.
Nature and purposes of the Processing	The data (if any used) will be used to – 1 - Determine what data will need to be collected for the purpose of the Civilian Reserve Service 2 - Determining where the data will be collected from, how it would be stored and how it would be used for the purpose of the Civilian Reserve Service.
Type of Personal Data	No personal data is expected to be processed as part of the Discovery or Alpha phases of the project, however some dummy data may be used (TBC with supplier). If dummy data is used it will consist of the following items – Name, Date of birth, Location details, Identification number, work history, skills and any other details TBC with the supplier as needed.
Categories of Data Subject	No personal data is expected to be processed as part of the Discovery or Alpha phases of the project, however some dummy data may be used (TBC with supplier). If dummy data is used it will consist of the following categories – <ul style="list-style-type: none"> <li>• Staff details</li> <li>• Ex-staff details</li> <li>• Department/client details</li> <li>• Any other details TBC with supplier</li> </ul>
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	No personal data is expected to be processed as part of the Discovery or Alpha phases of the project, however some dummy data may be used it will be retained for the duration of the project and then destroyed on project completion.