



# CUSTOMER ORDER FORM

## APPENDIX 1

## ORDER FORM

This Order is Pursuant to YPO 0001141 Call Off Terms and Conditions executed on 13<sup>th</sup> November 2023 (the “**Effective Date**”).

Crown Prosecution Service – Services Procurement - Chief Technology Officer

## FROM

<b>Customer Name</b>	Crown Prosecution Service
<b>Customer Address</b>	Petty France, London SW1H 9EA
<b>Invoice Address</b>	Crown Prosecution Service, Foss House, Kings Pool, 1-2 Peasholme Green , York, YO1 7PX , United Kingdom
<b>Key Contact for Customer:</b>	<div>[REDACTED]</div> <div>[REDACTED]</div>

## TO

<b>MSP Name</b>	Reed Talent Solution (trading as Consultancy+)
<b>MSP Address</b>	Academy Court 94 Chancery Lane London WC2A 1DT Company Registration Number: 11875450
<b>MSP Delivery Team (Names &amp; Contact Details)</b>	<div>[REDACTED]</div>

## 1. TERM

### 1.1 Effective Date:

1.1.1 This Contract shall commence on: 13<sup>th</sup> November 2023

### 1.2 Expiry Date:

1.2.1 This Contract shall expire on: 5<sup>th</sup> February 2024

1.2.2 Extension: An option remains for opportunity to extend beyond the contract expiry date, by a further 3 months and to be communicated in advance of the expiry date stated above.

1.3. Subject to the definition of Commencement Date in accordance with Clause 1 (Interpretation), of the Call Off Terms and Conditions, the Parties agree that the terms and conditions of this Order Form shall take effect from the Commencement Date stated herein".

1.4. Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Contracting Authority with the Contracting Authority's knowledge and/or approval, prior to the execution of this Client Order Form, the MSP shall not be liable for any acts or omission of the Consultant Professional/Consultancy Organisation which leads to a Material Default (including any infringement or threatened infringement of a third party's intellectual property rights or a breach of the Data Protection Legislations) which may have occurred and in no event shall liability be applied to the MSP, retrospectively.

## 2. SERVICES

### 2.1 Services

In accordance with Clause 3 (Services) of Part II - General Conditions, the Supplier shall supply the Services to the Client in accordance with the following process and provisions.

The Supplier will provide a coaching, independent advisory and co-review service to the CPS digital and data function. This will encompass:

#### 1. Review of governance and communications

The Supplier will review the CPS's Change Assurance approach, Technical Design Authority, Service Standard assessment, and informal governance mechanisms, recommending any changes to ensure they ensure effective and consistent scrutiny of change. It will also review how teams engage with each other across the digital and data function, including tools, workflows, processes and ceremonies, to recommend approaches to improve openness and visibility of work.

Deliverable: The Supplier will deliver a review of governance and communications within CPS's digital and data function recommending changes.

#### 2. Participation in governance forums on key projects

The Supplier will attend and participate in the assurance and governance of three key CPS programmes to enhance management, technical input and oversight. These are The Ensuring Service Continuity programme, The ServiceDesk transition, and The Future Casework Tools programme.

Deliverable: The Supplier will provide consolidated recommendations on programme governance and assurance to the Chief Digital and Information Officer and SRO of each programme, drawing on their expertise and experience of successfully running other digital transformation projects.

#### 3. Defining common ways of working across CPS's digital and data function

The Supplier will review existing ways of working and recommend a set of behaviours, patterns and tools to better support internet-era ways of working (for example agile governance ceremonies, working in the open, improvements to workflows and processes).

The deliverable will be coaching, workshops and/or masterclasses focused on ways of working, and designed in response to an understanding of the needs of teams and individuals.

4. Professional development plan for each member of CPS's technology leadership team  
The Supplier will provide one-to-one coaching sessions with each member of CPS's technology leadership team (3 people) to develop a personalised plan to develop their professional and leadership skills.  
The deliverable will be 3 professional development plans for the technology leadership team.

#### 2.1.2 Deliverables and Milestones:

Deliverable 1: The Supplier will deliver a review of governance and communications within CPS's digital and data function recommending changes.

Milestone: completion of deliverable by 8 December 2023

Deliverable 2: The Supplier will provide consolidated recommendations on programme governance and assurance to the Chief Digital and Information Officer and SRO of each programme, drawing on their expertise and experience of successfully running other digital transformation projects.

Milestone: completion of deliverable by 8 December 2023

Deliverable 3: The deliverable will be coaching, workshops and/or masterclasses focused on ways of working, and designed in response to an understanding of the needs of teams and individuals.

Milestone: completion of deliverable by 5 February 2024

Deliverable 4: The deliverable will be 3 professional development plans for the technology leadership team.

Milestone: completion of deliverable by 19 January 2024.

The Supplier will work in an agile way responding to learnings and insights through the delivery of the services, and there will be a milestone review process with the Client CDIO to review and re-sequence milestones as appropriate throughout the engagement.

#### 2.2.3 Approval process for payment:

PD to provide Document for each milestone deliverable for approval by the CPS client/MC.

#### 2.2.4 Escalation process for issues:

There will be a weekly progress meeting to review performance, agree deliverables for the next week and tackle any issues. If 3 weeks passes without key agreed deliverables being achieved then the contract will be terminated.

#### 2.2.5 Roles and responsibilities of the Client including contact details:

[REDACTED]

#### 2.2.6 Roles and responsibilities of the Supplier and/or Consultant:

[REDACTED]

#### 2.2.7 Project/implementation plan:

#### 2.2 Service levels

The Supplier shall ensure that they meet or exceed the following Service Levels:

No specific service levels apply to this engagement – Milestone payment approvals

### 2.1. Base Location (if applicable)

Not applicable – fully remote role

### 2.2. Name of the Consultant Professional/Consultant Organisation (if available):

Public Digital Limited

Team:

Dave Rogers, Partner: accountability for the delivery of the engagement.

Audree Fletcher, Engagement Lead: day-to-day responsibility for the delivery of the engagement and point of contact with the client.

Liam Sloan, Commercial Director: contract point of escalation.

## 3. SECURITY AND VETTING

### 3.1. Security and Vetting Requirements

3.1.1. In accordance with Clause 13.2.7 of the YPO 1141 Call Off Terms Conditions, the MSP shall ensure that the Consultant /Professional is fully vetted, audited and ready to deliver the requirements relevant to their Consultancy area and any additional requirement the contracting Authority may have.

3.1.2. Where the Contracting Authority has any other or additional vetting requirements, the Contracting Authority shall inform the MSP in writing below:

1.	DBS check
2.	SC level clearance
3.	
4.	
5.	

## 4. AMENDMENTS TO TERMS AND CONDITIONS

***Referencing and including the requirements of Appendix 3 - Variations and/or Supplements to the Call-Off Terms and Conditions***



#### 4.1. Variations and/or Supplements to the Call-Off Terms.

- *Please state which set of call-off terms and conditions need amendment in relation to the provision of these goods and/or services. Please insert variations and / or supplements to the Call-Off Terms.*

#### 4.2. Subject to the terms of Clause 7.4 (**Order of Precedence**) of the Call Off Terms and Conditions, the Parties hereby agree the following amendments:

**a. Clause 13.3 (MSP Non-Solicitation),** has been amended to include the insertion of clause 13.4 as set out below:

13.4 Where the Client and or the MSP breaches this non-solicitation clause, the non-breaching party shall be entitled to charge the breaching party a transfer fee of ten thousand (£10, 000.00) pounds.

**b. Clause 27 (Data Protection)** has been amended as follows: 27.9 – additional wording inserted, 27.10 – moved to clause 27.11 and 27.10 – is a newly inserted clause.

27.9. The Processor shall, subject to clause 27.11 remain fully liable for all acts and/or omissions of any of its Sub-Processors.

27.10. The Contracting Authority hereby caps the liability of the Data Processor for a breach of Personal Data, in accordance with clause 27.9 at ten million (£10,000,000) pounds in aggregate for all breaches arising out of the delivery of the Service.

27.11. The Controller may, at any time on not less than thirty (30) days' written notices revise this Clause 27 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

**c. Clause 32 (Intellectual Property Rights),** has been amended to include the insertion of clause 32.15 as set out below:

32.15.1. the Contracting Authority agrees that the Consultant/Professional or Consultancy Organisations has a requirement to publish the results and/or findings acquired in the process of delivering the Services, and;

32.15.2. the Contracting Authority grants to the Consultant/Professional/Consultancy Organisations a non-exclusive, revocable, non-assignable licence for the sole purpose of publishing the results or findings derived from the Services for the purpose of scholarship, education, and research, and;

32.15.3. the MSP procures that the Consultant/Professional's or Consultancy Organisations shall indemnify and hold harmless the Contracting Authority (and the MSP) from all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Contracting Authority' (and the MSP) may suffer or incur as a result of any claim arising from publication which infringes or allegedly infringes the Contracting Authority's Intellectual Property Rights and those of a third party.

**Clause 32 (Intellectual Property Rights)** has been amended as set out below:

32.3.A. Further to Clause 32.3 of the Call off Contract, where the Supplier's Pre-Existing IPR is embedded in the Project IPR/Deliverable/Service and/or is necessary for the Client to use the Project IPR/Deliverable / Service for its intended purpose; and or where the Project IPR/Deliverable /Service is a customisation or adaptation of the Supplier's Pre-Existing IPR, the Supplier shall grant to the Client a Supplier Pre-Existing IPR licence but shall not assign or transfer ownership or title to Supplier Pre-Existing IPR to the Client.

d

#### 4.3. INTELLECTUAL PROPERTY CRITERIA

1. Where the Supplier requires and includes a third party's intellectual property to complete the Services or a third party's intellectual property is embedded in the Deliverables, the Supplier will be required to grant to the Customer a sub-licence to enable the Customer to use the Services for the intended purpose.
2. Concerning the use of a third party's intellectual property, the Customer agrees to the following licence arrangements with the Supplier (through the MSP) to enable them use the Services for the intended purpose.

DESCRIPTION OF 3<sup>RD</sup>  
PARTY IPR

DETAILS OF IPR  
OWNER

LICENSE AGREEMENT  
BETWEEN SUPPLIER AND  
IPR OWNER

TERMS OF USE (BY C+ &  
CUSTOMER)

Please see an example of how this section should be completed in row 1 below:

	<i>Slogan: "because I'm worth it"</i>	<i>L'Oreal, 14, rue Royale, 75008, Paris, France.</i>	<i>The Third Party IPR Licence granted to the Supplier is a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use IP and the licence permits supplier to amend, font setting, colour but does not allow the Supplier to use Lo'real's logo along with the slogan.</i>	<i>Permission to use slogan for 10 years in all publications only. Can give a 3<sup>rd</sup> party a sub-licence to share and republish any of the Suppliers publications containing the slogan insofar as the third party and Supplier have a contractual agreement in which this right is included.</i>
1	N/A			

e. Clause 41 (Liability, Indemnity, and Insurance) have been amended as set out below:

41.3. Subject always to Clause 41.4 and Clause 41.5, the liability of either Party for defaults shall be subject to the following financial limits:

- 41.3.1. the aggregate liability of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed **125% per cent** of the Project/Statement of Work Price payable by the Contracting Authority to the MSP in the year in which the liability arises ; and

	<p>41.3.2. the annual aggregate liability under <b>the Contract</b> of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all other defaults shall in no event exceed the greater of <b>125% per cent</b> of the Project/Statement of Work Price payable by the Customer to the MSP in the Year in which the liability arises.</p>
<b>f.</b>	<p><b>Clause 41 (Liability, Indemnity, and Insurance)</b> has been amended as set out below:</p> <p>41.8. The MSP shall affect and maintain, where required, for the Contract Period in relation to the performance of the Contract:</p> <p>41.8.1. <b>public liability insurance</b> with cover (for a single event or a series of related events and in the aggregate) of not less than <b>10,000,000 (ten million pounds)</b> or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and</p> <p>41.8.2. <b>employer's liability insurance</b> with cover (for a single event or a series of related events and in the aggregate) of not less than <b>£10,000,000 (ten million pounds)</b>, or such higher limit as the Customer may reasonably require (and as required by Law) from time to time.</p>
<b>g.</b>	<p><b>Clause 42, (Professional Liability Insurance)</b> has been amended as set out below:</p> <p>42.1. The MSP shall affect and maintain a <b>professional indemnity insurance</b> policy during the Contract Period and shall ensure that all agents, professional consultants, and Consultants/Professionals involved in the supply of the Services affect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the MSP shall ensure professional indemnity insurance held by the MSP and by any agent, sub-contractor or consultant involved in the supply of the Services has cover (for a single event or a series of related events and in the aggregate) of not less than <b>£5,000,000 (five million pounds)</b> or such higher limit as the Customer may reasonably require (and as required by Law or best industry practice) from time to time. Such insurance shall be maintained for a minimum of six (6) Years following the expiration or earlier termination of the Contract.</p>
<b>h.</b>	<p><b>Clause 55 (Dispute Resolution)</b> has been amended as set out below:</p> <p>55.5.1. A neutral adviser or mediator (the "<b>Mediator</b>") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within then (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that it is unable or unwilling to act, apply to a suitable regulatory body to appoint a Mediator.</p>

## 5. MILESTONE PROVISIONS

**Appendix 2 - (Prices for Services)** is as described in this Section 5 (**Milestone Provision**)

<p><b>5.1. Project/Statement of Work Price</b></p>	<p><b>Total Contract Value</b> (to include MSP/Framework mark-up) <b>£102,421.01</b> excluding VAT</p>
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consultancy<sup>+</sup>

5.2. Where applicable, include a breakdown of:

(i) Milestones and payments, (*supplier fees excluding MSP mark-up*)

Deliverable	Fee (exc VAT)	Anticipated date	Description
Deliverable 1		8 December 2023	A review of governance and communications within CPS's digital and data function recommending changes.
Deliverable 2		8 December 2023	Consolidated recommendations on programme governance and assurance to the Chief Digital and Information Officer and SRO of three named CPS programmes.
Deliverable 3		5 February 2024	Coaching, workshops and/or masterclasses focused on ways of working, and designed in response to an understanding of the needs of teams and individuals.
Deliverable 4		19 January 2023	3 professional development plans for the technology leadership team.
<b>Total</b>			

Fee Calculator (below)

 YPO 1141 Fee Calculator v0.2.xlsx

	5.3. Subject to Clause 6.7 (Payment and Expenses) of Part II, General Conditions to the Supplier Framework, Consultancy+ shall ensure reimbursement of any expenses made by the Supplier in the course of delivering the Services, following the approval of such expenses by the Client.
<b>5.2. Funding</b>	The Contracting Authority shall provide the details of any funding arrangements (if any) below:
<b>5.3. Invoicing Arrangements</b>	<p>5.3.1. Subject to clause 13.2.16 of the Call Off Terms and Conditions, where each Approval for Payment Notices, Timesheets or Proforma Invoices (all together, "payment notices) containing all appropriate references and a breakdown of the Services supplied have been presented to the Contracting Authority for approval, the Contracting Authority shall approve them in a timely manner to ensure the MSP can meet its obligation to pay Suppliers promptly in accordance with clauses 18 and 19 of the YPO Terms and Conditions and therefore:</p> <p>5.3.1.1. The Contracting Authority shall within 7 days of the receipt of an Approval for Payment Notice from the MSP, review and approve the request for payment.</p> <p>5.3.1.2. The Contracting Authority shall approve submitted timesheets within two (2) days after the end of the week the time sheet refers to.</p> <p>5.3.1.3. Subject to clause 13.2.16 of the Call Off Terms and Conditions, where the Contracting Authority delays approving payment requests, the MSP reserves the right to charge late payment fees based the current Bank of England base lending rate.</p> <p>5.3.1.4. Following the approval for payment, the MSP will issue an invoice to the Contracting Authority for payment, which may also include the MSP fee.</p> <p>5.3.1.5. The Contracting Authority agrees to process for payment the invoice within the stipulated payment terms on the invoice.</p> <p>5.3.1.6. Where there is a dispute concerning the correct fees, the contracting Authority shall ensure they inform the MSP within two (2) days of the receipt of the Payment Notice and the Contracting Authority is here reminded that it is its responsibility to ensure that the correct amount of the fees is approved, as once approval is given, the MSP will not be liable for any mistakes in the amount or any delay to pay the Supplier and the foregoing shall in no event constitute a Material Default or trigger a breach of contract by the MSP.</p>
<b>5.4. PO (Purchase Order) Reference</b>	TO BE CONFIRMED
<b>6. CONFIDENTIAL INFORMATION</b>	
6.1. The following information shall be deemed Commercially Sensitive Information or Confidential Information:	

1.	Fees charged by Public Digital are commercial sensitive.	5 years from the contract end date
2.	The names of the consultant's hired as part of this contract are confidential	5 years from the contract end date
3.	Any information relating to the selection, performance against contract, or cost of technologies or suppliers	for the duration of the engagement.





6.2. The Parties agree that the duration that the information shall be deemed Commercially Sensitive Information or Confidential Information is as stated in the table above.

## 7. APPENDIX 5 - DETAILS OF PERMITTED PROCESSING

7.1. In accordance with Clause 27 of the Call Off Terms and Conditions, the Contracting Authority in its role as the Data Controller sets out the following data processing requirements:

Subject Matter	Processing of CPS staff names, job roles, emails, work telephone numbers for the purpose of delivering the statement of works outlined.
Duration	The duration of the contract.
Nature and Purpose	Collection, recording, storage and use of data in order to deliver the statement of works outlined, including providing review and assurance of CPS programmes, delivering training, and creating professional development plans.
Data Categories	Names, emails, job descriptions, work telephone numbers.
Data Subjects	CPS employees
Subject Matter	Processing of CPS staff names, job roles, emails, work telephone numbers for the purpose of delivering the statement of works outlined.

7.2. Where the Parties are required by the Data Protection Legislation, in accordance with Clause 27.7, the Parties designate the following data protection officer:

<b>For the MSP: -</b>	<b>For the Customer: -</b>
	
	



**BY SIGNING AND RETURNING THIS ORDER FORM THE MSP AGREES** to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form; incorporating the rights and obligations in the Call-Off Terms and Conditions.

**For and on behalf of the MSP:**

Name	[Redacted]
Job Title	[Redacted]
Signature	[Redacted]
Date	8 December 2023

**For and on behalf of the Customer:**

Name	[Redacted]
Job Title	[Redacted]
Signature	[Redacted]
Date	08 December 2023

Annex 1 – CEST Tim Wisniewski\_City Hall Digital Ltd - CPS

25/10/2023, 17:47

Off-payroll working rules (IR35) do not apply – Guidance – GOV.UK



Check employment status for tax

Off-payroll working rules  
(IR35) do not apply

[Save or print a copy of your results \(opens in new tab\)](#)

▶ [How to save your results](#)

For your records

Date of result: 25 October 2023

File name: [REDACTED]

Other information: Public Digital

Why you are getting this result

Your answers told us you have accepted or would accept a substitute.

This suggests the worker is working on a business to business basis.

HMRC will stand by this result as long as it reflects the actual or expected working practices. If these working practices change, you should use this tool again.

What you told us

Personal Service

What do you want to find out?	If the off-payroll working rules (IR35) apply to a contract
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25/10/2023, 17:47

Off-payroll working rules (IR35) do not apply – Guidance – GOV.UK

<b>Who are you?</b>	Hirer
<b>Does the worker provide their services through a limited company, partnership or unincorporated association?</b>	Yes
<b>Has the worker already started working for your organisation?</b>	Yes
<b>Will the worker be an 'Office Holder'?</b>	No
<b>Has the worker ever sent a substitute to do this work?</b>	No, it has not happened
<b>Do you have the right to reject a substitute?</b>	No
<b>Would the worker have to pay their substitute?</b>	Yes

### Control

<b>Does your organisation have the right to move the worker from the task they originally agreed to do?</b>	No, that would require a new contract or formal working arrangement
<b>Does your organisation have the right to decide how the work is done?</b>	No, your organisation and the worker agree together
<b>Does your organisation have the right to decide the</b>	No, your organisation and the worker agrees

<https://www.tax.service.gov.uk/guidance/check-employment-status-for-tax/save-or-print/result-exit>

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25/10/2023, 17:47

Off-payroll working rules (IR35) do not apply – Guidance – GOV.UK

**worker's working hours?****Does your organisation have the right to decide where the worker does the work?**

No, the task sets the location

**Financial risk****Will the worker have to buy equipment before your organisation pays them?**

No

**Will the worker have to fund any vehicle costs before your organisation pays them?**

No

**Will the worker have to buy materials before your organisation pays them?**

No

**Will the worker have to fund any other costs before your organisation pays them?**

No

**How will the worker be paid for this work?**

An hourly, daily or weekly rate

**If your organisation was not happy with the work, would the worker have to put it right?**

Yes, unpaid but their only cost would be losing the opportunity to do other work

25/10/2023, 17:47

Off-payroll working rules (IR35) do not apply – Guidance – GOV.UK

**Worker's Involvement**

**Will you provide the worker with paid-for corporate benefits?**

No

**Will the worker have any management responsibilities for your organisation?**

No

**How would the worker introduce themselves to your consumers or suppliers?**

They are an independent worker acting on your behalf

**Worker's Contract**

**Does this contract stop the worker from doing similar work for other organisations?**

No

**Is the worker required to ask permission to work for other organisations?**

No

**Are there any ownership rights relating to this contract?**

No

**Has the worker had a previous contract with your organisation?**

Yes

**Will this contract start immediately after the previous one ended?**

No

**Is the current contract the first in a series of**

No

<https://www.tax.service.gov.uk/guidance/check-employment-status-for-tax/save-or-print/result-exit>

4/5

25/10/2023, 17:47

Off-payroll working rules (IR35) do not apply – Guidance – GOV.UK

**contracts agreed with  
your organisation?**

**Does the current  
contract allow for it to  
be extended?**

Yes

**Will this work take up  
the majority of the  
worker's available  
working time?**

No

**Has the worker done  
any self-employed  
work of a similar  
nature for other  
clients in the last 12  
months?**

Yes