



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Order Form

Call-Off Reference: WP2025

Call-Off Title: WP2025 Delivery Partner to work with the OneLogin for Government Programme

Call-Off Contract Description:

As published on the 23rd November 2021

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/16164>

Professional Services for Digital Identity (DI) Unit and GOV.UK:

Delivery partner to work with the One Login for Government programme to provide whole or partial multi-disciplined digital delivery 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 supplier will be able to rapidly onboard a team(s) for both the Digital Identity Unit and GOV.UK to meet outcome deliverables for each statement of work within 5-10 days when required.

The supplier will be asked to deliver outcome-based Statements of Work, to be agreed throughout the contract.

The Buyer: Government Digital Service on behalf of Cabinet Office

Cabinet Office Main Address:

1 Horse Guards Road, London, SW1A 2HQ.

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

The Supplier: Deloitte LLP

Supplier Address: 1 New Street Square, London, EC4A 3HQ

Registration Number: OC303675

DUNS Number: 3648077771

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 February 2022.

The Order Form is issued under RM1043.7 Framework Contract with the GDS reference number WP2025 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the

Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 - Digital Outcome

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
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
 - 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 Deliverables)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14 (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)
 - o Call-Off Schedule 25 (Ethical Walls Agreement)
 - o 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.

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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

- Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies, is Commercially Sensitive Information for the purposes of Joint Schedule 4 (Commercially Sensitive Information) . If a request to

disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

- Wilful misconduct means an act or omission resulting in a material breach of contract or other duty causing serious harm to the counterparty where the party committing the act or omission intended to cause such result or was reckless with respect to the same.

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- Nothing will prevent Supplier from retaining copies for professional record keeping purposes.
- Buyer will: (i) obtain management decisions/approvals promptly; (ii) give Supplier access to its Staff, Buyer Premises, and all Buyer Assets; and (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties) relating to the Services, as reasonably required by Supplier.
- Buyer will be responsible for the licensing arrangements for any proprietary third party software packages ("Third Party Software") to be used by Supplier in the provision of the Services and will obtain the necessary licence(s) directly from the relevant third party.
- The Short Form Security (Part A) Requirements apply.
- The parties do not anticipate that TUPE will apply to this contract and therefore Parts C and E of Call Off Schedule 2 (Staff Transfer) shall apply.
- A Guarantee is not required.
- Details of Exit Plan and timings to be agreed per Statement of Work.
- Supplier will supply a BCDR plan in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery). The parties will discuss and agree how the Supplier's BCDR plan and the Buyer's BCDR plan will align in the first Statement of Work.

Call-Off Start Date: 24 March 2022

Call-Off Expiry Date: 23 March 2024

Call-Off Initial Period: 24 Months with a break clause at 18 months

Call-Off Optional Extension Period: up to 6 Months (subject to

approval) **Minimum Notice Period for Extensions:** 1 month

Call-Off Contract Value: up to £9,000,000 excluding VAT.

The initial PO will be raised to reflect the deliverables and value of the first Statement of Work.

Call-Off Deliverables

To be agreed on mobilisation. Each Statement of Work will set out the applicable deliverables, KPIs and SLAs at the point of execution.

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:

- 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-profession-capability-framework>
 - NCSC guidance <https://www.ncsc.gov.uk/section/advice-guidance/all-topics>
 - The GDS Way
- Resources shall have the prescribed level of security clearance:
 - BPSS for all resources
 - SC Clearance for Technical Roles (roles to be confirmed by the Buyer at the point of SoW execution). If not currently held, the resources must meet the criteria and be willing to go through the process at the cost of the Supplier. GDS is willing to sponsor supplier staff through the clearance process.
 - 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 Call-Off Contract and applicable Schedules.

Governance

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- 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 Call-Off Schedule 26 (Cyber Essentials Scheme) to have and maintain 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 is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

Liability will be capped to £5m in accordance with Clause 11.2 of the Core Terms.

Call-Off Charges

Capped Time and Materials (T&M) as per supplier's rate card supplied as part of the supplier's written response covering both inside and outside IR35.

Reimbursable Expenses

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 WP2025.

Invoices should be sent by email to:

Buyer's Invoice Address

Name: REDACTED

Buyer's Authorised Representative

Name: REDACTED

Role: REDACTED

Tel: REDACTED

Email address: REDACTED

Address: REDACTED

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

Buyer's Environmental Policy

Cabinet Office Environment policy, available at request. Please email GDS Commissioning Team

Buyer's Security Policy

Non-Code:

A full BPSS check MUST consist of:

- **DBS / Criminal record check completed within the last 12 months:** those that require system access will be required to disclose an unspent criminal record via the Basic Disclosure service operated by Disclosure Barring Service (for England and Wales from 1 January 2018), Disclosure Scotland or Access Northern Ireland. Prospective employees who have recently come to the UK or lived abroad may be asked to provide overseas police certificates or certificates of good conduct where these are available so that a similar assurance can be gained.
- The full BPSS with updated criminal record check must be completed before any access can be granted to GDS systems.
- **Identity check:** to verify identity departments and agencies will ask candidates to provide, in advance of any final offer of employment, a selection from the following:
 - Confirmation of name, date of birth and address
 - National insurance number or other unique personal identifying number (where appropriate)
 - Full details of previous employers (name, address and dates), over the past three years
 - Confirmation of any necessary qualifications/licences
 - Educational details and references where someone is new to the workforce
 - Confirmation of permission to work in the UK if appropriate.
- **Employment reference history (past three years):** As part of the Baseline Standard, Departments and Agencies must seek verification of a candidate's employment history, i.e. previous employers, jobs held and dates employed. They must also check any periods spent overseas for a total of six months or more during the previous three years.
- **Nationality and Immigration Status:** The Civil Service, like any employer, is subject to the Immigration, Asylum and Nationality Act 2006 and departments and agencies are required to verify whether or not new employees have the right to remain and work in the UK. In addition, civil Version 4.0 – May 2018 7 employment under the Crown, in particular the Home Civil Service is subject to nationality rules which are statutorily based. More information on the Civil Service Nationality Rules is available from [<http://www.civilservice.gov.uk/about/resources/nationality-rules>]. Therefore, as a potential employer, all government departments will take steps to verify nationality and right to work in the UK.

Code:

- * generally people with a non-coding perspective don't need SC unless they have production access (could include things like feature switch enabling & details TBC for testers in a production account etc)
- * SC required for single points of failure/authority in the process (e.g. pressing the button to release the app)
- * all dev team and the technical architect need SC clearance (or to be SC eligible and that process to be initiated as soon as they start) and we will deal with exceptions where necessary
- * SC processes should start asap - either clearance starts or transfer in
- * app code is to be treated as production code

Cabinet Office Security Breach Policy, Physical Security Policy and Personnel Vetting Policy, all available on request. Please email GDS Commissioning Team

Supplier's Authorised Representative

Name: REDACTED

Role: REDACTED

Phone: REDACTED

Email Address: REDACTED @deloitte.co.uk

Address: 1 New Street Square, London EC4A 3HQ

Supplier's Contract Manager

Name: REDACTED

Role: REDACTED

Phone: REDACTED

Email Address: REDACTED @deloitte.co.uk

Address: 1 New Street Square, London EC4A 3HQ

Progress Report Frequency

On the first Working Day of each calendar month.

Progress Meeting Frequency

See Call-Off Schedule 15 (Call-Off Contract Management).

Meeting dates to be agreed.

Key Personnel Buyer

Name	Role	Email Address
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Key Personnel Supplier

Name	Role	Email address
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

Notwithstanding the contents of Call-Off Schedule 7, the Parties agree that the exact nature and extent of the Key Personnel's involvement in this Call-Off Contract including the appropriate number of hours will be mutually determined and agreed from time to time between the Parties in writing.

Key Subcontractor(s)

Supplier Address: NA

Registration Number: NA

Commercially Sensitive Information

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is Commercially Sensitive Information. If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Balanced Scorecard and Material KPIs

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

The parties shall agree the content and timescales for delivery of KPIs 4 and 5 in the first Statement of Work and the Supplier shall have no obligation to deliver KPIs 4 and 5 until the first Statement of Work has been agreed.

Further KPIs may be agreed at individual Statement of Work level.

1. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner
- detailed breakdown of costs against the current PO

Measurement

Met	Partially met	Not met
REDACTED	REDACTED	REDACTED

Source: Supplier Reports/Invoices

Owner: To be agreed

2. KPI: Partnering behaviours and added value and knowledge share

Supplier promotes positive collaborative working relationships, within and across the team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above and knowledge sharing and upskilling of GDS staff

Measurement

Met	Partially met	Not met
REDACTED	REDACTED	REDACTED

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REDACTED	REDACTED	REDACTED
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Source: Collective feedback on suppliers from both Buyer and other Supplier staff Owner: To be agreed

3. KPI: Team in place (Delivery)

All Supplier resources proposed and Supplier resources already delivering the services have the skill-set and experience required to deliver the outcome. The contracts are therefore performing to the expected standard and deliverables are being met.

Measurement

Met	Partially met	Not met
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REDACTED.	REDACTED	REDACTED
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Source: Project manager and wider buyer team

Owner: To be agreed

4. KPI: Knowledge Transfer and Capability Building.

Supplier works closely with buyer to jointly design and deliver a programme of repeatable

activities and workstreams to identify and build buyer capability across DDaT skills and at different levels of seniority and experience.

Measurement

Met	Partially met	Not met
REDACTED	REDACTED	●REDACTED

5. KPI: Social Value

Supplier works closely with buyer to jointly deliver and design a programme of immersive training for under-represented young people to address any identified skill gaps and under representation in the workforce, and deliver mentoring to to boost entrepreneurship and building small business skills for REDACTED young people

Measurement

Met	Partially met	Not met
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REDACTED	REDACTED	REDACTED
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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 commitment which is to ensure the designs are inclusive for all user groups.

Additional Insurances

Not applicable

Guarantee

Not Used

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute a completed Statement of Work(s). 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: Deloitte LLP

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Signature: REDACTED

Name: REDACTED

Role: REDACTED

Date: **24th March 2022**

For and on behalf of the Buyer: CabinetOffice

Signature: REDACTED

Name: Role: Commercial

Date: 28.03.22

Appendix 1 Signed Statements of Work will be incorporated into this Call-Off Contract.

The parties will agree and record their first (and each subsequent) statement of work substantially in the template below. Once a Statement of Work has been agreed the parties will be contractually bound to deliver their respective obligations under the Statement of Work in accordance with this Contract.

(Template Statement of Work)

Deliverables 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.

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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: [xx]

SOW Title: [xx]

SOW Reference: WP2025/SOW No [x]

Call-Off Contract Reference: WP2025

Buyer: Government Digital Service on behalf of Cabinet Office

Supplier: Deloitte LLP

SOW Start Date: [xx]

SOW End Date: [xx]

Duration of SOW: [xx] Working Days

Key Personnel (Buyer):

Name	Role	Email Address

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Key Personnel (Supplier):

Name	Role	Email address
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[Deloitte to confirm]	[Client Director Public Sector and Engagement Lead for this project]	[Deloitte to confirm]
[Deloitte to confirm]	[Deloitte to confirm]	[Deloitte to confirm]
[Deloitte to confirm]	[Delivery Lead]	[Deloitte to confirm]

Subcontractors:

[Deloitte to confirm]

Supplier Address: [Deloitte to confirm]

Registration Number: [Deloitte to confirm]

Call-Off Contract Specification – Deliverables Context (Template)

SOW Deliverables Background: [xx]

Delivery phase(s):

[xx]

Overview of Requirement:

[xx]

2 Buyer Requirements – SOW Deliverables

Outcome 1 Description: [xx]

Outcome 2 Description: [xx]

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date

Dependencies:

- [xx]
- [xx]

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

See Call-Off Order Form

Performance Management:

Refer to KPIs in the Call-Off Order form and Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

Key Supplier Staff and Charges ex VAT:

Envisaged Team	Day Rate - OUTSIDE IR35			Day Rate - INSIDE IR35		
Role	Junior	Intermediate	Senior	Junior	Intermediate	Senior
User Researcher						
Service Designer						
Product Manager						
Delivery Manager						
Interaction Designer						
Performance Analyst						

Content Designer						
Business Analyst						
Technical Architect						
Technical Lead						
Tech Writer						

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Security Architect						
Site Reliability Manager						
Specialist Cloud Infrastructure Engineer						
Quality Assurance						
Data Architect						
Front End Developer						
Back End Developer						

SOW Reporting Requirements:

See Call-Off Contract and Call-Off Schedule 15

1 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 £[xx] excluding VAT.

Rate Cards Applicable:

Envisaged Team	Day Rate - OUTSIDE IR35			Day Rate - INSIDE IR35		
Role	Junior	Interm edi ate	Senior	Junior	Interme dia te	Senior
User Researcher						
Service Designer						
Product Manager						

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Delivery Manager						
Interaction Designer						
Performance Analyst						
Content Designer						
Business Analyst						
Technical Architect						
Technical Lead						
Tech Writer						
Security Architect						
Site Reliability Manager						
Specialist Cloud Infrastructure Engineer						
Quality Assurance						

Data Architect						
Front End Developer						
Back End Developer						

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

2 Signatures and Approvals

Agreement of this SOW

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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: Deloitte LLP

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer: Cabinet Office

Name:

Title:

Date:

Signature:

