

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

Order Form

Call-Off Reference: 13168 (CMA reference PROC 544-2023)

Call-Off Title: Future Corporate Systems - Alpha Phase

Call-Off Contract Description: The CMA's ERP / corporate systems have not kept pace with the growth and evolution of the CMA. There is a general view across the organisation that these systems are an administrative obstacle rather than an enabler. We have initiated the Future Corporate Systems project to investigate how to future-proof the technology that underpins the work of the CMA. We have concluded the Discovery phase, which has identified the problems that need to be addressed, and determined options that we would be exploring in the Alpha phase. The CMA is looking for a supplier that can provide the specialist skills in ERP technology selection and business transformation readiness to help deliver the objectives of the Alpha phase.

The Buyer: Competition and Markets Authority

Buyer Address: The Cabot, 25 Cabot Square, London, E14 4QZ

The Supplier: Veran

Supplier Address: 7 Manor Road, East Molesey, Surrey, England, KT8 9JU

Registration Number: 08000897

DUNS Number: 218305484

SID4GOV ID: Unknown

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15th may 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

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

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

Call-Off Lot

Lot 1: Digital Outcomes

- 1.1 Digital Outcomes Suppliers will provide Supplier Staff to create teams of 1 or more individuals to research, test, design, build, release, iterate, support and/or retire a digital service. Buyers will define their specific requirements in their Statement of Requirements.

Further information can be found in Framework Schedule 1 (Specification).

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 The following Schedules in equal order of precedence:

[Buyer guidance: delete any Schedules marked as **[Optional]** that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** this guidance.]

- Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)

4 CCS Core Terms (version 3.0.11)

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

6 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: 29 May 2023

Call-Off Expiry Date: 28 November 2023

Call-Off Initial Period: 0 Years 6 Months

Call-Off Optional Extension Period: 0 Year(s), 3 Month(s)

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £199,550

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least [90 days] against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New

IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

Not applicable

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 £199,550.

Call-Off Charges

Details of chargers are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). The following charging method can be used in each Statement of Work:

1 Time and Materials (T&M)

Resource Charges					
DDAT ROLE	Tenders Role Title	Day Rate	Qty of days within Proposal	Total	Comments (If applicable)
1 Business Relationship Manager	Delivery Director				
2 Business Relationship Manager	HR Functional Lead				
3 Business Relationship Manager	Finance Functional Lead				
4 Data Architect	Technology Lead				
5 Business Relationship Manager	Commercial & Business Case Lead				
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Non-Resource Costs					
Requirement	Details	Unit Price	Qty within Proposal	Total	Comments (If applicable)
1				£0.00	
2				£0.00	
3				£0.00	
4				£0.00	
5				£0.00	
6				£0.00	
7				£0.00	
8				£0.00	
9				£0.00	
10				£0.00	
11				£0.00	
12				£0.00	
13				£0.00	
14				£0.00	
15				£0.00	
				£0.00	Copy and past blank line above if needed
Proposal Total		£199,550.00			

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be

incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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

Reimbursable Expenses

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

Payment Method

- The frequency of invoicing is monthly in arrears via BACS
- All supplier invoice to include breakdown of services and period being charge and have a vailed CMA PO included.

Buyer's Invoice Address

Accounts Payable

invoices@cma.gov.uk

Buyer's Authorised Representative

[REDACTED]
[REDACTED]
[REDACTED]

Buyer's Environmental Policy

Not applicable

Buyer's Security Policy

Not applicable

Supplier's Authorised Representative

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

Supplier's Contract Manager

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

Progress Report Frequency

Weekly

Progress Meeting Frequency

Weekly

Key Staff

See Annex 1

Worker Engagement Route, outside IR35

Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

Not Applicable

Balanced Scorecard

Not Applicable

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):

Material KPIs	Target	Measured by

Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

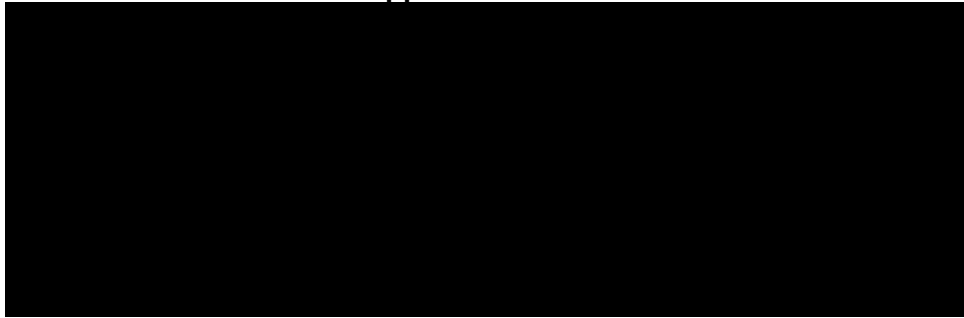
Social Value Commitment

Not applicable

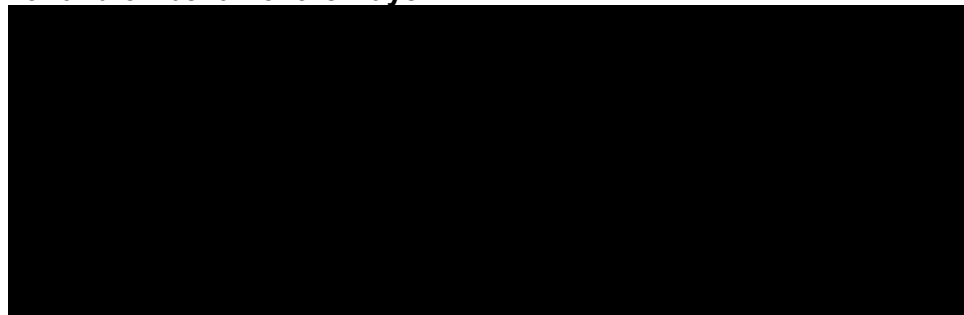
Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

A large black rectangular redaction box covering the signature area for the Supplier.

For and on behalf of the Buyer:

A large black rectangular redaction box covering the signature area for the Buyer.

Appendix 1

[Insert] 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 template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

Annex 1 (Template Statement of Work)

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: 10/05/23

SOW Title: Future Corporate Systems - Alpha Phase

SOW Reference: 13168

Call-Off Contract Reference: PROC 544-2023

Buyer: CMA

Supplier: Veran

SOW Start Date: 29/05/23

SOW End Date: 28/11/23

Duration of SOW: 6 months

Key Personnel (Buyer):

[REDACTED]
[REDACTED]
[REDACTED]

Key Personnel (Supplier):

[REDACTED]
[REDACTED]
[REDACTED]

Subcontractors:

Not Applicable

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

1. The Future Corporate Systems project aims to improve and future proof the processes and technology that enables the CMA to operate efficiently and effectively. The project is strategically important because the CMA as an organisation continues to grow and take on new responsibilities. The project's objectives also align with the wider HM Government shared services strategy by adopting cross government standards for processes and technology.
2. The main objective of the Alpha phase is that the CMA is able to perform a thorough appraisal of the strategic options and take this through to Outline Business Case and Spend Control approval of the preferred option.
3. Each of these options must be assessed with regard to how it addresses the problems identified in the Discovery phase, how it delivers value for money, and its alignment with the Government Shared Services Strategy.

Delivery phase(s): Alpha

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

1. Review the as-is analysis outputs. The Discovery phase identified the pain points associated with the current corporate systems provision and documented the as-is processes. The supplier should review these to ascertain whether further deep-dives are required to establish the as-is baseline. Expected delivery May 2023.
2. Analysis and identification of solutions for the pain points. Expected delivery June 2023.
3. Benefits identification, classification and quantification. This will allow the CMA to develop the outline business case. Expected delivery July 2023.
4. To-be process design. The supplier should draw on their experience of what works in similar organisations and what is considered best practice to deliver a to-be process design. This should also reference the emerging standards emanating from the Government Shared Services (in particular, where these are being adopted by the Matrix cluster and its constituent departments and ALBs). This requirement is expected to be delivered in tandem with the recommendations for technology architecture to enable the to-be design. Expected delivery September 2023.
5. Business Readiness Assessment. The supplier should determine CMA's readiness for change from a people, culture and process perspective, how this would impact project outcomes and also how these risks (if any) can be mitigated. Expected delivery September 2023.
6. Define technology architecture. The supplier should facilitate the ERP technology evaluation by recommending options for the ERP architecture and ERP technology market assessment. As with the to-be process design, we are expecting the supplier to evidence their recommendations with reference to similar organisations and with the Government Shared Services technology roadmap. Expected delivery September 2023.
7. Define technology capabilities and requirements. To allow a competitive selection of the ERP technology, the supplier should facilitate the definition of the capabilities that the technology should be able to provide, leading to the definition of the functional and non-functional requirements. Expected delivery September 2023.
8. Implementation planning. The supplier should work with the CMA project manager to scope and plan the implementation phase of the project (bearing in mind the implementa-

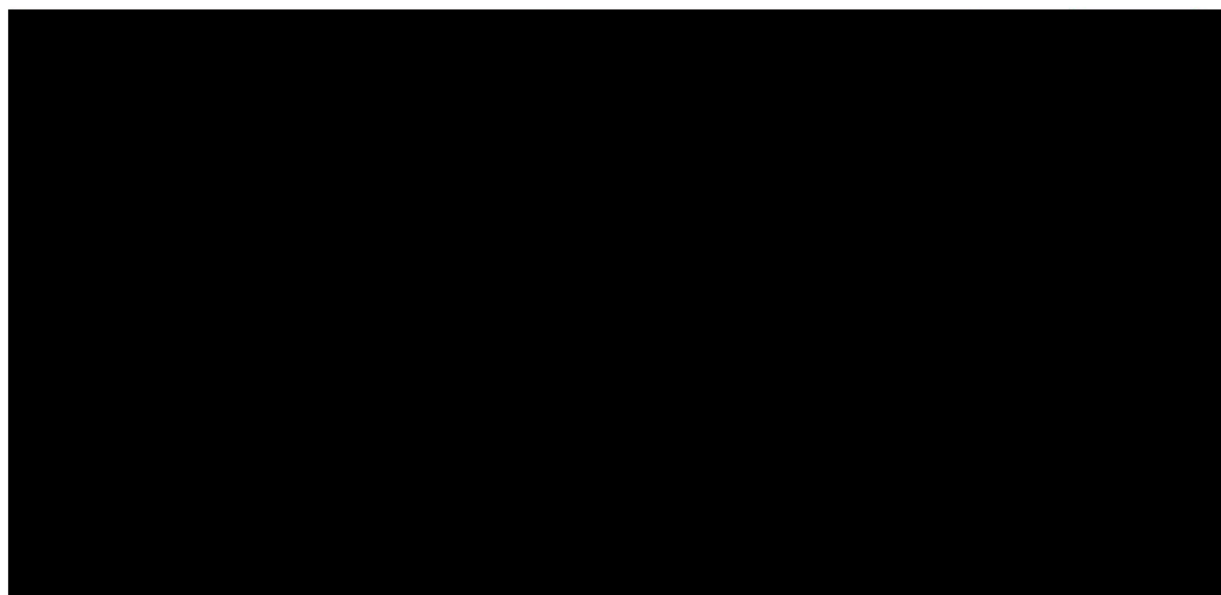
tion itself will be subject to a separate tender exercise). This should include scoping activities relating to data cleansing and migration, integration, reporting, testing, business change, training, service design. Expected delivery October 2023.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Mobilisation: Team onboarding	Implementation plan and RACI agreed Stakeholders identified and meetings scheduled	Week 3: 16 th Jun
MS02	Operating model and HR & Finance processes documented	Agreed deliverables for: Enterprise design principles As-is pain points analysis Design principles To-be operating model To-be processes Business readiness assessments	Week 11: 11 th Aug
MS03	Future technology landscape	Agreed deliverables for: Tech architecture (current and future state) Vendor scenarios HR & Finance (inc commercial) benefits	Week 15: 8 th Sep
MS04	Handover draft OBC	Agreed deliverables for: Draft OBC Vendor shortlist	Week 17: 22 nd Sep

Delivery Plan:



Dependencies:

Supplier Resource Plan:

Resource Charges		Qty of days within			
DOAT ROLE	Tenders Role Title	Day Rate	Proposal	Total	Comments (If applicable)
1	Business Relationship Manager	Delivery Director			
2	Business Relationship Manager	HR Functional Lead			
3	Business Relationship Manager	Finance Functional Lead			
4	Dara Architect	Technology Lead			
5	Business Relationship Manager	Commercial & Business Case Lead			
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Non-Resource Costs		Qty within			
Requirement	Details	Unit Price	Proposal	Total	Comments (If applicable)
1				£0.00	
2				£0.00	
3				£0.00	
4				£0.00	
5				£0.00	
6				£0.00	
7				£0.00	
8				£0.00	
9				£0.00	
10				£0.00	
11				£0.00	
12				£0.00	
13				£0.00	
14				£0.00	
15				£0.00	
				£0.00	Copy and past blank line above if needed
Proposal Total		£199,550.00			

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 Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

Not applicable

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
Delivery Director			
HR Functional Lead			
Finance Functional Lead			
Technology Lead			
Commercial & Business Case Lead			

[Indicate: whether there is any requirement to issue a Status Determination Statement]

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:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	Progress		
1.1	Progress Report	All services	Weekly

4 Charges

Call Off Contract Charges:

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

- Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £199,550

Rate Cards Applicable:

Resource Charges					
DDAT ROLE	Tenders Role Title	Day Rate	Qty of days within Proposal	Total	Comments (if applicable)
1	Delivery Manager				
2	Business Analyst				
3	Business Analyst				
4	Technical Analyst				
5	Business Analyst				
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Non-Resource Costs					
Requirement	Details	Unit Price	Qty within Proposal	Total	Comments (if applicable)
1				£0.00	
2				£0.00	
3				£0.00	
4				£0.00	
5				£0.00	
6				£0.00	
7				£0.00	
8				£0.00	
9				£0.00	
10				£0.00	
11				£0.00	
12				£0.00	
13				£0.00	
14				£0.00	
15				£0.00	
Proposal Price				£199,550.00	

Reimbursable Expenses:

Expenses only paid for work undertaken outside of home working or 25 Cabot Square London.

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

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

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:

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

Description	Details
Identity of Controller for each Category of Personal Data:	<p>The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>Management of the Technology Products and Associated Services Call-Off Contract between the Buyer and the Supplier</i> <p>The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <ul style="list-style-type: none"> 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, 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
Duration of the Processing	The life of the contract and contract contacts upto 12 months following the end of the contract
Nature and purposes of the Processing	<p><i>To facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract including</i></p> <ol style="list-style-type: none"> <i>Ensuring effective communication between the Supplier and the Buyer</i> <i>Maintaining full and accurate records of the Call-Off Contract in accordance with Core Term 6 (Record Keeping and reporting)</i>

Type of Personal Data	<p><i>Includes:</i></p> <ul style="list-style-type: none"> a. <i>Contact details of, and communications with, Buyer staff concerned with management of the Call-Off Contract</i> b. <i>Contact details of, and communications between Supplier staff concerned with management of the Call-Off Contract,</i> c. <i>Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from the Call-Off Contract</i>
Categories of Data Subject	<p><i>Includes:</i></p> <ul style="list-style-type: none"> a. <i>Staff (including volunteers, agents, and temporary workers),</i> b. <i>customers/clients,</i> <p><i>suppliers</i></p>
International transfers and legal gateway:	<p><i>Location: UK</i></p> <p><i>Legal reliance: UK GDPR</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>All relevant data to be deleted after the expiry or termination of the Call-Off Contract unless longer retention is required by Law</i></p>