



Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **9th December 2022** between **Bloom Procurement Services Ltd** and **BearingPoint Limited**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_5890 Contract_13206
Project Name:	NEPRO3 - GGMF: Local Government Grant Making-Central Government Service Feasibility Study
SPS Provider:	BearingPoint Limited
For The Attention of:	REDACTED TEXT under FOIA Section 40, Personal Information
E-mail:	REDACTED TEXT under FOIA Section 40, Personal Information
Telephone Number:	REDACTED TEXT under FOIA Section 40, Personal Information
Address:	100 Lower Thames Street, London, UNITED KINGDOM EC3R 6DL

Description of Specialist Professional Services / deliverables required:



BearingPoint have been appointed by Bloom Procurement Services Ltd on behalf of The Cabinet Office to deliver NEPRO3 - GGMF: Local Government Grant Making-Central Government Service Feasibility Study, as detailed below -

The GGMF in the Cabinet Office is considering a limited extension of its service offering to cover local government grant making, on a [non-mandatory] self-service, recommended best practice basis, to cover the:

- application of the grants Functional Standard to functional leadership, governance and processes in local government organisations (see <https://www.gov.uk/government/publications/grants-standards>)
- application of the minimum requirements for general grants to local government general grant making (see <https://www.gov.uk/government/publications/grants-standards>)
- opening up of the grants Centre of Excellence (CoE) to officials in local government organisations, to provide them with access to products, templates, guidance and training in government grant making;
- opening up the GGMF Capability Offer to officials in local government – restricted to the Competency Framework, Self-Assessment Tool and online eLearning content; and
- assessment of the appetite for a light-touch, self-assessment process, to test the maturity of general grant making in local government, with high-level reporting to the centre – based on the GGMF's continuous improvement assessment of compliance with the grants Functional Standard.

The products and services described above were designed and developed with only central governments and their grant making arm's length bodies in mind. Whilst the lifecycle of a general grant in government is likely to be common: language, culture and processes are likely to diverge significantly between central government and local government, and due to a lack of centralisation, also between organisations within local government. Therefore, to avoid any misunderstandings and confusion, we must consider the feasibility of opening up the products and services, described at paragraph 3.1, to local government organisations, testing them in a number of organisations, which make up a representative sample of the types of organisation found in local government, such as local authorities, district councils, unitary authorities and police and crime commissioners – anywhere where general grants are administered using Exchequer funding. This testing would seek to identify any issues, which would need to be addressed to avoid misunderstandings and confusion, before each individual product and/ or service could be deployed.

BearingPoint are to deliver the key requirements under this specification, including:

- the design and development of a consultation plan;
- selection of representative sample of organisations – including securing agreement of organisations to participate; and
- the development of a survey, to enable the testing of feasibility of individual products and services in the local government context.

The survey (mentioned above), will compare the key features of GGMF products and services, to local government processes and practices, to identify any and all issues, which may arise as a result of the application of the products and services in local government organisations, so that a roadmap can be developed to address specific issues identified through this feasibility work, before any rollout of the products and services to local government.

Whilst the outcome of the feasibility work cannot be pre-empted, it is likely that there would be a second phase to this requirement, to develop a roadmap for readiness to safely deploy GGMF



products and services in the local government context. This second phase would seek to neutralise issues identified in the feasibility phase, to mitigate the risk of misunderstanding or confusion,

ensuring that the GGMF's products and services can be safely translated to local government organisations.

The value of this contact is £78,700.00 and delivery is to take place between January and March 2024.

Knowledge transfer

There is a requirement to share knowledge and skills from the disciplines used in the delivery of this project, with internal GGMF staff. This should be proportionate, perhaps in the form of teach-in sessions.

Mandatory Requirements

Whilst this work is commissioned by and led by the GGMF in the Cabinet Office, all activity must be agreed with officials in the Department for Levelling Up, Housing and Communities (DLUHC), in consultation with the LGA and the individual organisations involved in the feasibility work.

Milestones

Milestones	Description	Completion Trigger	Start Date	End Date
Milestone 1	Development of a consultation plan	Agreed with buyer	Jan 2024	March 2024
Milestone 2	Selection of a sample – agreed with DLUHC	Agreed with buyer	Jan 2024	March 2024
Milestone 3	Secure Agreements with organisations in the sample	Agreed with buyer	Jan 2024	March 2024
Milestone 4	Develop a survey to test the feasibility of the individual products and services	Agreed with buyer	Jan 2024	March 2024
Milestone 5	Undertaking of the survey with participating organisations	Agreed with buyer	Jan 2024	March 2024



Milestone 6	Develop a detailed report of findings, including context, methodology, findings, conclusion, and recommendations – to inform the development of a deployment roadmap under a future phase 2	Agreed with buyer	Jan 2024	March 2024
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Contract Management (measuring success and review)

Contract Management arrangements will be carried out in line with the Services Delivery Agreement (SDA) by submitting a Service Delivery Plan (SDP).

A guide to continuous improvement assessment frameworks in government is published here:

<https://www.gov.uk/government/publications/guide-to-continuous-improvement-against-functional-standards/guide-to-continuous-improvement-against-functional-standards#Undertaking%20assessments>

Special Licences, Consents, Conditions Required as part of the Deliverables?	Cyber Essentials Plus ISO27001 Security Clearance (BPSS)
Specialist Professional Services Category (Primary)	Finance, Audit and Accounting
Specialist Professional Services Category (Secondary)	Financial Systems and Processes
Commencement Date	29 th January 2024
Completion Date	29 th March 2024
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	Total: £78,700.00
Purchase Order No	37070035206
Details of Agreed Expenses	£1,500.00



Agreed Payment Schedule (Milestone schedules to be detailed below)	Payment (Milestones)		Detail: Consumption Based Payments
	Payment in full option		
	Other	X	
Insurance Cover Required (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	Amount (£)		
	Public Liability	£10,000,000.00	
	Employers Liability	£5,000,000.00	
	Professional Indemnity	£2,000,000.00	
Any Further Specific Requirements	Data Protection The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from		



	<p>the Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p>Delivery Partner Responsibilities</p> <p>For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p> <p>Supplier Terms</p> <p>The parties agree that clause 4.2 of the SDA will not apply to this Work Order</p> <p>Notwithstanding anything otherwise stated in the SDA or Bloom's standard Terms and Conditions, the SPS Provider and the Delivery Partner agree that SPS Provider is not required to share copies of any agreements with any of its subcontractors.</p> <p>Insert new clause 13.8 to the SDA.</p> <p>"13.8 Pursuant to clause 13.7 of the Agreement, to the maximum extent permitted by applicable law, Delivery Partner agrees that the SPS Provider, its employees, officers and directors shall not be liable in contract, tort or otherwise to the Delivery Partner for an aggregate amount in excess of 125% of the Charges set out in this Work Order".</p> <p>Clause 13.1 of the SDA is replaced with the following: "The SPS Provider shall be liable to the Delivery Partner against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of this Agreement, to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or fraud of itself, any subcontractor or any SPS Provider Personnel save to the extent that the same is caused by from the negligence, breach of this Agreement or applicable Legislation by the Delivery Partner."</p> <p>INTELLECTUAL PROPERTY</p> <p>The following wording replaces Clause 19.1 of the SDA:</p> <p>"All intellectual property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by the SPS Provider prior to the term of the Work Order, including without limitation methodologies, templates, flowcharts, tools, specifications, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any</p>
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	<p>derivatives or improvements thereof will be the sole and exclusive property, including the entire right, title and interest of the SPS Provider.</p>
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	<p>All intellectual property made, developed, conceived, first reduced to practice, fixed in any medium of expression, or created pursuant to the terms of this Agreement for the Relevant Authority, will be the sole and exclusive property, including the entire right, title and interest, of the Relevant Authority."</p> <p>19.4 of the SDA is replaced with the following:</p> <p>"19.4 The SPS Provider shall at the Relevant Authority's request (and notwithstanding the termination of the Agreement) sign and execute and procure the signature and execution of all such documents and do all such acts as the Relevant Authority may reasonably require:</p> <ul style="list-style-type: none"> (a) to vest the legal title in, apply for, obtain and maintain in force in the Relevant Authority's sole name (unless it otherwise directs) any intellectual property rights; and (b) to resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any of the intellectual property rights. <p>The SPS Provider irrevocably undertakes that subject to clause 19.1 of the Agreement, neither it nor any other person will assert against the Relevant Authority or any third party any moral rights in or relating to the intellectual property rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this clause 19.4 "moral rights" shall have the meaning ascribed thereto by the Copyright, Designs and Patents 1988 Act and all rights similar or corresponding thereto subsisting in any other country of the world from time to time".</p> <p>Insert new clauses 19.5 and 19.6 to the SDA.</p> <p>"19.5 The Delivery Partner agrees that, notwithstanding anything to the contrary set forth herein: (i) SPS Provider shall have the right to retain a copy of each of the deliverables for its records; (ii) the Delivery Partner hereby grants to SPS Provider a perpetual, royalty free, irrevocable, worldwide, nonexclusive license to use the deliverables and to create and use derivative works derived from the deliverables.</p>
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Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Service Delivery Plans') 1

- Payment Schedule



Description		Deliverables	Invoice Frequency	Total Price
1.1	Payment Schedule 1 - Project_5890 – PO_37070035206 - NEPRO3 - GGMF: Local Government Grant Making-Central Government Service Feasibility Study	As Set Out in The Description of Specialist Professional Services	Monthly Payments to Be Made From 26 th February 2024 to 29 th March 2024	£77,200.00
1.2	Expenses			£1,500.00
Total:				£78,700.00

Total Price	Commencement Date	Currency
£78,700.00	29 th January 2024	Pounds Sterling

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.



ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	N/A
2	Duration of the Processing	N/A
3	Nature and Purposes of the Processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	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	N/A

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of



the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.

4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Subprocessor:
Fairman Consulting Limited 2 Manor Farm Court Old Wolverton Road, Old Wolverton, Milton Keynes, Buckinghamshire, United Kingdom, MK12 5NN Company number: 12952269	N/A	29 th January 2024 – 29 th March 2024.

Signature Area

Signature Area

Organisation Name:

Bloom

Role/Title:

**REDACTED TEXT under FOIA Section 40,
Personal Information** Compliance

Name:

**REDACTED TEXT under FOIA Section 40,
Personal Information**

Signature:

REDACTED TEXT under FOIA Section 40, Personal Information
REDACTED TEXT under FOIA Section 40, Personal Information

Organisation Name:

BearingPoint

Role/Title:

Supplier

Name:

**REDACTED TEXT under FOIA Section
40, Personal Information**

Signature: