



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference: **5134/06/2021**

Call-Off Title: **Investment Security Unit - build of a digital service Beta phase, and provision of ongoing support**

Call-Off Contract Description:

The National Security and Investment (NSI) Act which received Royal Assent on 29 April 2021, gives the Government new powers to screen investment, investigate and intervene in mergers, acquisitions and other deals that could threaten UK national security. The Investment Security Unit (ISU) a new operational unit in BEIS is responsible for managing the new regime created by the NSI Act. The ISU needs an IT system that can deliver three main requirements: 1) a public facing online portal into which acquirers/businesses submit notification as required under the NS&I Act. 2) a case management system (CMS) to enable the smooth handling of high volume of case work within statutory deadlines, to ensure good workflow management, and provide management information. 3) ability to work at SECRET, given the volume of commercially sensitive information being notified to Government, and the national security judgements that will be made on this information. An outsourced team is required to deliver Private Beta and commence Public Beta phase for the Investment Security Unit (ISU) digital notification and case management system to be available in public beta by end December 2021.

The Buyer: The Department for Business, Energy and Industrial Strategy (BEIS), acting on behalf of the Secretary of State for Business, Energy and Industrial Strategy

Buyer Address: 1 Victoria Street, London, SW1H 0ET

The Supplier: Acubed IT Solutions Limited

Supplier Address: 25 Cirrus Drive, Reading, Berkshire, United Kingdom, RG2 9FL

Company Number: 12285965

DUNS Number: 225461751

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23 July 2021

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, 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

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 2)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

None

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Call-Off Start Date: 6 August 2021

Call-Off Expiry Date: 31 March 2023

Call-Off Initial Period: 1 year, 8 months

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 2 months

Call-Off Contract Value: £2,466,950 (exc VAT)

Call-Off Deliverables

Deliver a Minimum Viable Product, that has been tested with both external and internal users, whilst able to support c.10K notifications per year, no later than 31 December 2021.

Successfully accredited Public Beta, no later than 1 July 2022, having considered and addressed any issues raised through the Alpha phase.

Support and Maintenance of system, dates as agreed in the relevant Statement of Work.

See Call-Off Schedule 20, Call-Off Schedule 4 and the individual Statements of Work for further detail.

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: **n/a**

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,235,183.33.

Call-Off Charges

Capped Time and Materials (CTM)

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.

For any additional SOWs agreed, subject to the Terms of the Call-Off Contract, over and above the three phases of work envisaged at the outset, the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card in Call-Off Schedule 5 (Pricing Details and Expenses Policy) or the Supplier Staff undertaking that element of work on the Deliverables.

Reimbursable Expenses

None

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Payment Method

Monthly in arrears – PO number to be provided by the Buyer to the Supplier as soon as practicable following Call-Off Start Date.

Buyer's Invoice Address and Authorised Representative

[REDACTED]

Buyer's Environmental Policy

BEIS Environmental Policy, January 2020, available online at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991859/beis-environment-policy.pdf

Buyer's Security Policy

HMG Security Policy, 2018, available online at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

On the first Working Monday of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

[REDACTED]

Key Subcontractor(s)

N/A

Commercially Sensitive Information

See Joint Schedule 4 (Commercially Sensitive Information)

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Material KPIs

Please see Schedule 13.

Additional Insurances

N/A

Guarantee

N/A

Social Value Commitment

N/A

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:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 6 August 2021

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 6 August 2021

Appendix 1

The first Statement of Works is below 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)).

1 Statement of Works (SOW) Details

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: Call-Off Start Date

SOW Title: Private Beta

SOW Reference: no.1

Call-Off Contract Reference: 5134/06/2021

Buyer: The Department for Business, Energy and Industrial Strategy

Supplier: Acubed IT Solutions Limited

SOW Start Date: Call-Off Start Date

SOW End Date: 03 January 2022

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors: N/A

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: This SOW covers the Private Beta stage of the Contract's Deliverables.

Delivery phase(s): This SOW covers the Private Beta stage only.

Overview of Requirement:

Delivery of the agreed minimum viable product across notification portal, Case Management System and Rosa storage for December 2021 to receive and process notifications
Build notification forms aligned with GDS Design System, Accessible (WCAG 2.1 AA), with associated development, along with MS Dynamics and Sharepoint within the Rosa Service, to build, test, run and support the application in private beta, in accordance with Call-Off Schedule 4 and Call-Off Schedule 20.

3 Buyer Requirements – SOW Deliverables

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Team mobilised	All team members required to commence delivery onboarded and ready to start work	02 July 2021
MS02	Kick-off and sprint planning meeting	Meeting taken place and initial tranche of sprints agreed	06 July 2021
MS03	Private Beta phase concluded	with live participants as early adopters to support testing and iterating the built digital service	03 Jan 2022

Detailed Deliverables to be agreed as part of the initial and fortnightly planning and sprint processes.

Delivery Plan: see Call-Off Schedule 4

Dependencies:

- Supplier required to propose sprint planning and feature delivery for the Buyer to approve, or require tweaks to prior to approval.
- Other Dependencies are to be agreed and highlighted when they arise during sprint planning.

Supplier Resource Plan: Please see Section 4 (Charges) of this SOW

Security Applicable to SOW:

If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

- Working on the notification portal and content based materials will require BPSS clearance.
All other staff should hold a minimum of SC Clearance.

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For those developing within Rosa will require DV Clearance.

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:

Compliance with Government Digital Service (GDS) standards is paramount (<https://www.gov.uk/service-manual/service-standard>)

Performance Management:

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

Additional Requirements:

See Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract.

Variation to this SOW may be mutually agreed and recorded unequivocally in writing.

Key Supplier Staff:

See Order Form

SOW Reporting Requirements:

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

4 Charges

Call Off Contract Charges:

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

- Capped Time and Materials

Role Title	Day Rate	Number of Resource Days Required	Total Cost Per Role
		125	
		123	
		48	
		125	
		313	
		282	
		97	
		82	
Total Price			£1,037,850.00

In accordance with the Contract Management approach, the Buyer and Supplier will plan, every two weeks, what is in scope for the next two weeks and the approximate resource usage required.

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The Supplier shall then be entitled to charge for the Time and Materials incurred, in accordance with the table above and subject at all times to the Total Price Cap in the bottom line of the table above, on a monthly cycle, based on Buyer sign off of those agreed delivery requirements.

Changes to the two-week plan, once finalised, may be agreed by mutual consent of both Parties.

See Call-Off Schedule 5 for further detail.

Reimbursable Expenses:

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: [REDACTED]

Title: [REDACTED]

Date: 6 August 2021

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: 6 August 2021

Signature: [REDACTED]

Annex 1 (Template Statement of Work)

6 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:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

7 Call-Off Contract Specification – Deliverables Context

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

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

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

8 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus 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 (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

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	Employment / Engagement Route (incl. inside/outside IR35)

[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 Paragraph 6 of 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.	[insert]		
1.1	[insert]	[insert]	[insert]

9 Charges

Call Off Contract Charges:

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

Rate Cards Applicable:

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[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

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

[Reimbursable Expenses are capped at [£**Insert**] [**OR** **Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

10 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</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • 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, • [Insert the scope of other Personal Data provided by one Party]

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<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>	[Describe how long the data will be retained for, how it be returned or destroyed]