

Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **26th FEBRUARY 2020**, between **BLOOM PROCUREMENT SERVICES LTD** and **PRICEWATERHOUSECOOPERS LLP**.

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_6834 Contract_16499
Project Name:	NEPRO3 - Government Grants Managed Service (GGMS) pilot extension
SPS Provider:	PricewaterhouseCoopers LLP
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:	REDACTED TEXT under FOIA Section 40, Personal Information

Description of Specialist Professional Services / deliverables required:

PricewaterhouseCoopers LLP have been appointed by Bloom Procurement Services Ltd on behalf of the Cabinet Office to continue the pilot of a centralised managed service to administer government grants (typically non-complex, low value, and high volume), presenting a competitive alternative to existing grant administration options; and to further develop the Grants Lifecycle Utility (GLU) proof of concept tool, to bring it into full production as a GDS-compliant product.

The scope of the Specialist Professional Services and deliverables to be provided pursuant to this Work Order are set out in the Proposal set out in Annex 3, and the Technology Annex set out in Annex 4, to this Work Order. The assumptions and dependencies upon which the SPS Provider shall rely in its delivery are contained within the Proposal. The SPS Provider's performance of its obligations under this Work Order are dependent upon the assumptions being accurate, and the dependencies being fulfilled.

The MOU referred to in the Proposal shall be in the form set out as Annex 5 to this Work Order.

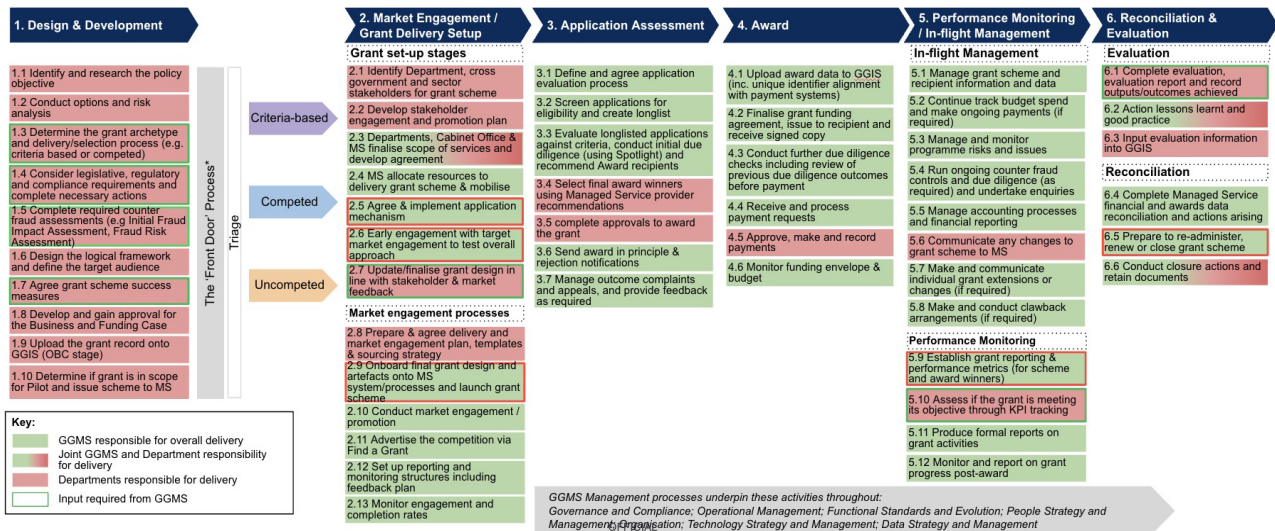
Scope of the Contract

PricewaterhouseCoopers LLP will deliver the scope of the requirement for this pilot phase as summarised in the table below:

Requirement	Description	Estimated Duration
Service delivery	<p>PricewaterhouseCoopers LLP will operate the pilot Government Grants Managed Service (GGMS), which has already been established. The service must be operated according to the Cabinet Office's existing operating procedures and technology and no other processes or technologies can be used. This is a security measure due to the classification of the work and does not infer employee status. PricewaterhouseCoopers LLP must have both broad experience of operating managed services and specific knowledge of government grant management. The human resources to operate the managed service should have BPSS level security clearance as a minimum, SC may be required for some individuals.</p> <p>PricewaterhouseCoopers LLP must be able to scale the level of resources up or down within a three-week period if required by the Cabinet Office.</p>	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Support to evaluation	<p>PricewaterhouseCoopers LLP will be required to conduct control group evaluations on two grant schemes selected by the GGMS management team, using the existing agreed evaluation methodology.</p> <p>PricewaterhouseCoopers LLP will also be required to provide the data required from the GGMS IT systems, to enable the GGMS management team to complete the pilot evaluation.</p>	REDACTED TEXT under FOIA Section 43 (2), Commercial Information
Digital development	<p>PricewaterhouseCoopers LLP is required to develop the GLU proof of concept tool, to bring it into full production as a GDS-compliant product. GLU is built on Microsoft Power Apps, so PricewaterhouseCoopers LLP will have to demonstrate expertise in this technology, as well as other government systems which are linked by Application Programming Interface (API).</p> <p>The main areas of development include:</p> <ul style="list-style-type: none"> • Assurance - GDS assessment and approval to use GLU in a BAU service. • Further stress, accessibility and penetration testing. • Bug fixes and enhancements arising from testing. • Replace current access management protocol with OneLogin. • Build open API to integrate with Government Grants. Information System (GGIS) and ERP payment systems. • AI components to increase efficiency by automating e.g. scoring of objective questions, eligibility checking, enquiry management. • Develop the file storage solution to align with the Cabinet Office's move from Google to Microsoft. 	REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Operational Requirements

The diagram below shows which activities are carried out by the operations of GGMS, which will be carried out by PricewaterhouseCoopers LLP's operations team.



Digital Requirements

The GLU is the proof-of-concept tool built to enable GGMS and approved by the TDA for the pilot. GLU is built on Microsoft Power Apps, PricewaterhouseCoopers LLP will have to demonstrate expertise in this technology, as well as other government systems which are linked by API. The following solution architecture diagram shows how the tool has been designed to integrate with other applications.

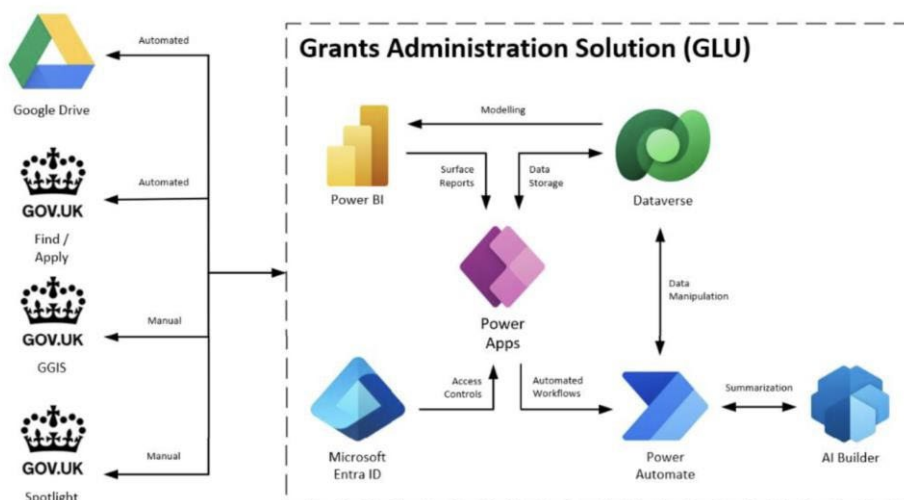


Figure 3.1: Solution Architecture Diagram

Other digital expertise PricewaterhouseCoopers LLP will have to demonstrate:

- Capability to add further AI components to increase the efficiency of operations.
- Building of a government-standard open API, to interface with new ERP finance systems and the Government Grants Information Service.
- Experience of GDS service standards and assessments, to ensure that GLU is fully compliant before the launch of the BAU service.

Mandatory Requirements

PricewaterhouseCoopers LLP must hold and maintain Cyber Essential Plus certification. Cyber Essential Plus certification must be renewed annually by PricewaterhouseCoopers LLP for the duration of the Work Order.

PricewaterhouseCoopers LLP shall remain ISO27001 certified during the period of the Work Order.

PricewaterhouseCoopers LLP shall adhere to the Information Security Schedule during the period of the Work Order.

PricewaterhouseCoopers LLP undertakes that all PricewaterhouseCoopers LLP Personnel will hold BPSS Security Clearance for the duration of the Work Order as a minimum; SC may be required for some staff.

PricewaterhouseCoopers LLP is required to comply with, and consent in writing to audits in respect of, all current and future applicable aspects of relevant legislation, including but not limited to:

- The Data Protection Legislation 2018.
- Human Rights Act 1998.
- Freedom of Information Act 2000.
- The Welsh Language Act 1993.
- Welsh Language (Wales) Measure 2011.
- Safeguarding Vulnerable Groups Act 2006.
- Employment Rights Act 1996.
- Equality Act 2010:
 - Equality and Human Rights Commission – Public Sector Equality Duty (2011).
 - Public Services (Social Value) Act 2012.

Milestones

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Service Levels and Key Performance Indicators (KPIs)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Contract Management (measuring success and review)

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

[illegible]

REDACTED TEXT under FOIA Section 43 (2), Commercial Information			
Any further specific requirements	REDACTED TEXT under FOIA Section 43 (2), Commercial Information		

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Invoicing procedure

The SPS Provider shall complete and submit a Highlight Report via the Technology Platform. This will initiate the SelfBilling Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Highlight Reports')

ID	Task/milestone	Start Date	End Date	Fee (£)

<p>REDACTED TEXT under FOIA Section 43 (2), Commercial Information</p>	<p>REDACTED TEXT under FOIA Section 43 (2), Commercial Information</p>	<p>REDACTED TEXT under FOIA Section 43 (2), Commercial Information</p>	<p>REDACTED TEXT under FOIA Section 43 (2), Commercial Information</p>	<p>REDACTED TEXT under FOIA Section 43 (2), Commercial Information</p>
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<p>Total</p>				<p>£7,363,614</p>

Day Rate Card

Day Rates Inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT

Title	Day Rate
REDACTED TEXT under FOIA Section 43 (2), Commercial Information	REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Acknowledgment re supervision and control of SPS Provider personnel

In the event that any of the below terms are inconsistent with the terms of the SDA, the terms of the SDA shall prevail.

By signing this Work Order and agreeing to its terms, the SPS Provider confirms for the duration of the Specialist Professional 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 ensure at all times that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel, and the Authority shall ensure that it also does not act in that way;
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 clause 20 of the Enhanced SDA and this Work Order will be terminated with immediate effect by written notice from the Delivery Partner. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance provisions.

Notwithstanding the fact that the Relevant Authority has not physically signed this Work Order, the Delivery Partner confirms that the Relevant Authority agrees to be bound by the terms of the document (including the liability cap) and has given permission for the Work Order to be signed by the Delivery Partner and the SPS Provider. The Delivery Partner shall be liable for any losses the SPS Provider suffers as a result of the Relevant Authority not complying with the terms of the Work Order.

DATA PROTECTION SCHEDULE FOR THE WORK ORDER

ANNEX 1

1. The Contractor shall comply with any further reasonable written instructions with respect to Processing by the Contractor.
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 Delivery Partner 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 with the Data Protection Legislation.

No	Description	Details
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1	Subject Matter of the Processing	To provide the Services as sent out in this Work Order.
2	Duration of the Processing	For the duration of the provision of the Services agreed pursuant to this Work Order.
3	Nature and Purposes of the Processing	To provide the Services as set out in this Work Order. This will be by email exchange only.
4	Type of Personal Data	Business card data.
5	Categories of Data Subject	Each party's personnel.
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	Personal data processed for the purpose of the engagement will be held for a period of maximum 7 years from termination of the Agreement, after which data will be deleted. Should the Delivery Partner prefer the data to be returned, a written notification should be given to the SPS Provider within the timeframe specified above.

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller (via the Delivery Partner) has authorised the Contractor to use in this project.
2. The Data Controller, via the Delivery Partner, 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 promptly 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 Delivery Partner 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 (via Bloom) must not unreasonably refuse or delay approval.

Sub-Contractor Details: (name, address and company registration number)	Nature of Sub-Processing:	Commencement Date and Term of Contract between Contractor and Subprocessor:
N/A	N/A	N/A

Signature Area

(The Signature Area will be formatted with signature placeholders automatically at the beginning of the signature process)

ANNEX 3 – PROPOSAL

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

ANNEX 4 – Technology Assumptions and Additional Provisions

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

ANNEX 5 – GGMS – Department MoU

REDACTED TEXT under FOIA Section 43 (2), Commercial Information

Signature Area

Organisation Name:

REDACTED TEXT under FOIA Section 40,
Personal Information

Role/Title:

REDACTED TEXT under FOIA Section 40,
Personal Information

Name:

REDACTED TEXT under FOIA Section 40,
Personal Information

Signature:

REDACTED TEXT under FOIA Section 40,
Personal Information

Organisation Name:

REDACTED TEXT under FOIA Section
40, Personal Information

Role/Title:

REDACTED TEXT under FOIA Section
40, Personal Information

Name:

REDACTED TEXT under FOIA Section
40,Personal Information

Signature: