

**APPENDIX 1 – ORDER FORM**

**CUSTOMER ORDER FORM**

This Order is Pursuant to YPO 0001141 Call Off Terms and Conditions executed on [4<sup>th</sup> December 2023] (the “**Effective Date**”).

## FROM

<b>Customer Name</b>	The Crown Prosecution Service
<b>Customer Address</b>	Crown Prosecution Service, Foss House, Kings Pool, 1-2 Peasholme Green , York, YO1 7PX , United Kingdom
<b>Invoice Address</b>	Crown Prosecution Service, Foss House, Kings Pool, 1-2 Peasholme Green , York, YO1 7PX , United Kingdom
<b>Key Contact for Customer:</b>	[REDACTED] [REDACTED] [REDACTED]  [REDACTED]  [REDACTED] [REDACTED] [REDACTED]

<b>MSP Name</b>	Reed Talent Solution (trading as Consultancy+)
-----------------	--

<b>MSP Name</b>	Reed Talent Solution (trading as Consultancy+)	
<b>MSP Address</b>	Academy Court 94 Chancery Lane London WC2A 1DT Company Registration Number: 11875450	
<b>MSP Delivery Team (Names &amp; Contact Details)</b>	<div>██████</div> <div>██████████</div> <div>██████</div> <div>██████</div>	<div>██████████</div> <div>██████████████████</div> <div>██████████████</div> <div>██</div>

## 1. TERM

### 1.1 Effective Date:

1.1.1 This Contract shall commence on: 6<sup>th</sup> November 2023

### 1.2 Expiry Date:

1.2.1 This Contract shall expire on: 5<sup>th</sup> May 2025

1.3. Subject to the definition of Commencement Date in accordance with Clause 1 (Interpretation), of the Call Off Terms and Conditions, the Parties agree that the terms and conditions of this Order Form shall take effect from the Commencement Date stated herein".

1.4. Where the Consultant Professional/Consultancy Organisation commences the delivery of the Services to the Contracting Authority with the Contracting Authority's knowledge and/or approval, prior to the execution of this Client Order Form, the MSP shall not be liable for any acts or omission of the Consultant Professional/Consultancy Organisation which leads to a Material Default (including any infringement or threatened infringement of a third party's intellectual property rights or a breach of the Data Protection Legislations) which may have occurred and in no event shall liability be applied to the MSP, retrospectively.

## 2. SERVICES

### 2.1. Service Levels

In accordance with Clause 12 (Supply of the Services) of the Call Off Terms and Conditions, the MSP shall supply the Services to the Contracting Authority as stated below:

#### 2.1.1. Overview of Service to be provided:

**Agile/Ways of Working Coach** – Lead delivery of Agile methodology for Digital Solutions & Innovation, to enable delivery for software development teams. Ensure standard Agile principles and link to Government Service Standards are embedded as part of the development lifecycle, and provide education and wider culture fit within CPS to grow Agile delivery within DID.

**Enterprise Architect** – Architect lead, ensuring DS&I solution designs align to DID strategy and CPS organisational objectives. Point of contact for development teams to design and deliver digital solutions and draw on their market knowledge to support innovation activity. Also link up DS&I with DID Architecture as a delivery partner.

#### 2.1.2. Approval process for payment:

The Consultant/ Professional and/or Consultancy Organisation will raise and submit pro-forma invoices using Consultancy+'s (MSP) invoicing system and template and present to the Client approval. Following approval by the Client, Consultancy + will send a related VAT invoice based on the Client's instructions

#### 2.1.3. Escalation process for issues:

- [REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

Commercial Contact:

[REDACTED]  
[REDACTED]

#### 2.2. Name of the Consultant Professional/Consultant Organisation (if available):

eSynergy Solutions Limited

#### 2.4. Base Location (if applicable)

Resources shall work remotely unless requested to be on site by the project lead.

### 3. SECURITY AND VETTING

#### 3.1. Security and Vetting Requirements

3.1.1. In accordance with Clause 13.2.7 of the YPO 1141 Call Off Terms Conditions, the MSP shall ensure that the Consultant /Professional is fully vetted, audited and ready to deliver the requirements relevant to their Consultancy area and any additional requirement the contracting Authority may have.

3.1.2. Where the Contracting Authority has any other or additional vetting requirements, the Contracting Authority shall inform the MSP in writing below: N/A

### 4. APPENDIX 3 - AMENDMENTS TO TERMS AND CONDITIONS

#### 4.1. Variations and/or Supplements to the Call-Off Terms.

- Please state which set of call-off terms and conditions need amendment in relation to the provision of these goods and/or services. Please insert variations and / or supplements to the Call-Off Terms.

#### 4.2. Subject to the terms of Clause 7.4 (Order of Precedence) of the Call Off Terms and Conditions, the Parties hereby agree the following amendments:

- a. Clause 14 (Manner of Providing the Services),** has been amended to include the insertion of clause 14.5 as set out below:

14.5. The Contracting Authority agrees that the Consultant/Professional's or Consultancy Organisations may comment upon the Contracting Authority's legal, construction, financial or other compliance documentation in the course of performing the Services as instructed in the Order Form, however, the Contracting Authority acknowledges that such comments or opinions are not the opinions of the MSP even if such comments have later been brought to the MSP's notice. The Contracting Authority further acknowledges that where the Consultant/Professional or Consultancy Organisation provides comments or opinions pursuant to this clause 14.5, the contracting Authority shall consult with its own professional and regulatory advisors regarding any comments as appropriate and accepts that neither the MSP nor the Consultant/Professional or Consultancy Organisations shall be liable or shall indemnify the Contracting Authority where the Contracting Authority rely on such comments or opinions to its own detriment and hereby indemnifies the MSP against any claims pursuant to its use thereof.

- b. Clause 13.3 (MSP Non-Solicitation),** has been amended to include the insertion of clause 13.4 as set out below:

13.4 Where the Client and or the MSP breaches this non-solicitation clause, the non-breaching party shall be entitled to charge the breaching party a transfer fee of ten thousand (£10,000.00) pounds.

- c. Clause 27 (Data Protection)** has been amended as follows: 27.9 – additional wording inserted, 27.10 – moved to clause 27.11 and 27.10 – is a newly inserted clause.

27.9. The Processor shall, subject to clause 27.11 remain fully liable for all acts and/or omissions of any of its Sub-Processors.

27.10. The Contracting Authority hereby caps the liability of the Data Processor for a breach of Personal Data, in accordance with clause 27.9 at ten million (£10,000,000) pounds in aggregate for all breaches arising out of the delivery of the Service.

27.11. The Controller may, at any time on not less than thirty (30) days' written notices revise this Clause 27 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

**d. Clause 32 (Intellectual Property Rights)**, has been amended to include the insertion of clause 32.15 as set out below:

- 32.15.1. the Contracting Authority agrees that the Consultant/Professional or Consultancy Organisations has a requirement to publish the results and/or findings acquired in the process of delivering the Services, and;
- 32.15.2. the Contracting Authority grants to the Consultant/Professional/Consultancy Organisations a non-exclusive, revocable, non-assignable licence for the sole purpose of publishing the results or findings derived from the Services for the purpose of scholarship, education, and research, and;
- 32.15.3. the MSP procures that the Consultant/Professional's or Consultancy Organisations shall indemnify and hold harmless the Contracting Authority (and the MSP) from all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Contracting Authority' (and the MSP) may suffer or incur as a result of any claim arising from publication which infringes or allegedly infringes the Contracting Authority's Intellectual Property Rights and those of a third party.

**Clause 32 (Intellectual Property Rights)** has been amended as set out below:

- 32.3.A. Further to Clause 32.3 of the Call off Contract, where the Supplier's Pre-Existing IPR is embedded in the Project IPR/Deliverable/Service and/or is necessary for the Client to use the Project IPR/Deliverable / Service for its intended purpose; and or where the Project IPR/Deliverable /Service is a customisation or adaptation of the Supplier's Pre-Existing IPR, the Supplier shall grant to the Client a Supplier Pre-Existing IPR licence but shall not assign or transfer ownership or title to Supplier Pre-Existing IPR to the Client.

#### 4. A. INTELLECTUAL PROPERTY CRITERIA

1. Where the Supplier requires and includes a third party's intellectual property to complete the Services or a third party's intellectual property is embedded in the Deliverables, the Supplier will be required to grant to the Customer a sub-licence to enable the Customer to use the Services for the intended purpose.
2. Concerning the use of a third party's intellectual property, the Customer agrees to the following licence arrangements with the Supplier (through the MSP) to enable them use the Services for the intended purpose.

DESCRIPTION OF 3 <sup>RD</sup> PARTY IPR	DETAILS OF IPR OWNER	LICENSE AGREEMENT BETWEEN SUPPLIER AND IPR OWNER	TERMS OF USE (BY C+ & CUSTOMER)
Please see an example of how this section should be completed in row 1 below:			
1. N/A			

e.	<p><b>Clause 41 (Liability, Indemnity, and Insurance)</b> have been amended as set out below:</p> <p>41.3. Subject always to Clause 41.4 and Clause 41.5, the liability of either Party for defaults shall be subject to the following financial limits:</p> <p>41.3.1. the aggregate liability of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all defaults resulting in direct loss of or damage to <b>the property</b> of the other under or in connection with the Contract shall in no event exceed <b>125% per cent</b> of the Project/Statement of Work Price payable by the Contracting Authority to the MSP in the year in which the liability arises ; and</p> <p>41.3.2. the annual aggregate liability under <b>the Contract</b> of either Party (whether in contract, tort including negligence, breach of statutory duty or howsoever arising) for all other defaults shall in no event exceed the greater of <b>125% per cent</b> of the Project/Statement of Work Price payable by the Customer to the MSP in the Year in which the liability arises.</p>
f.	<p><b>Clause 41(Liability, Indemnity, and Insurance)</b> has been amended as set out below:</p> <p>41.8. The MSP shall affect and maintain, where required, for the Contract Period in relation to the performance of the Contract:</p> <p>41.8.1. <b>public liability insurance</b> with cover (for a single event or a series of related events and in the aggregate) of not less than <b>10,000,000 (ten million pounds)</b> or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and</p> <p>41.8.2. <b>employer's liability insurance</b> with cover (for a single event or a series of related events and in the aggregate) of not less than <b>£10,000,000 (ten million pounds)</b>, or such higher limit as the Customer may reasonably require (and as required by Law) from time to time.</p>
g.	<p><b>Clause 42, (Professional Liability Insurance)</b> has been amended as set out below:</p> <p>42.1. The MSP shall affect and maintain a <b>professional indemnity insurance</b> policy during the Contract Period and shall ensure that all agents, professional consultants, and Consultants/Professionals involved in the supply of the Services affect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the MSP shall ensure professional indemnity insurance held by the MSP and by any agent, sub-contractor or consultant involved in the supply of the Services has cover (for a single event or a series of related events and in the aggregate) of not less than <b>£5,000,000 (five million pounds)</b> or such higher limit as the Customer may reasonably require (and as required by Law or best industry practice) from time to time. Such insurance shall be maintained for a minimum of six (6) Years following the expiration or earlier termination of the Contract.</p>
h.	<p><b>Clause 55 (Dispute Resolution)</b> has been amended as set out below:</p> <p>55.5.1. A neutral adviser or mediator (the "<b>Mediator</b>") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within then (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that it is unable or unwilling to act, apply to a suitable regulatory body to appoint a Mediator.</p>

## 5. MILESTONE PROVISIONS

Appendix 2 - (Prices for Services) is as described in this Section 5 (Milestone Provision)

### 5.1. Project/Statement of Work Price

#### 4.1.1. Contract Service Price:

Period 06/11/2023- 05/05/2025 (359 working days).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MSP/Framework Fee

Fees will be based on the spend threshold triggered as per the below table.

#### Delivery Model - Named Supplier

[REDACTED]

The embedded fee calculator can be used to cumulatively sum the value of fees against specified spend.



YPO 1141 Fee  
Calculator v0.2.xlsx

The Contract Service Price will include any demonstrable and material additional costs or expenses the MSP may incur to enable it to provide the Services, such as:

- Mileage and parking are included in rates provided.

### 5.2. Funding

The Contracting Authority shall provide the details of any funding arrangements (if any) below:

N/A

### 5.3. Invoicing Arrangements

5.3.1. Subject to clause 13.2.16 of the Call Off Terms and Conditions, where each Approval for Payment Notices, Timesheets or Proforma Invoices

	<p>(all together, "payment notices) containing all appropriate references and a breakdown of the Services supplied have been presented to the Contracting Authority for approval, the Contracting Authority shall approve them in a timely manner to ensure the MSP can meet its obligation to pay Suppliers promptly in accordance with clauses 18 and 19 of the YPO Terms and Conditions and therefore:</p> <p>5.3.1.1. The Contracting Authority shall within 7 days of the receipt of an Approval for Payment Notice from the MSP, review and approve the request for payment via the Consultancy+ portal.</p> <p>5.3.1.2. The Contracting Authority shall approve submitted timesheets within two (2) days after the end of the week the time sheet refers to.</p> <p>5.3.1.3. Subject to clause 13.2.16 of the Call Off Terms and Conditions, where the Contracting Authority delays approving payment requests, the MSP reserves the right to charge late payment fees based the current Bank of England base lending rate.</p> <p>5.3.1.4. Following the approval for payment, the MSP will issue an invoice to the Contracting Authority for payment, which may also include the MSP fee.</p> <p>5.3.1.5. The Contracting Authority agrees to process for payment the invoice within the stipulated payment terms on the invoice.</p> <p>5.3.1.6. Where there is a dispute concerning the correct fees, the contracting Authority shall ensure they inform the MSP within two (2) days of the receipt of the Payment Notice and the Contracting Authority is here reminded that it is its responsibility to ensure that the correct amount of the fees is approved, as once approval is given, the MSP will not be liable for any mistakes in the amount or any delay to pay the Supplier and the foregoing shall in no event constitute a Material Default or trigger a breach of contract by the MSP.</p>
<b>5.3. PO (Purchase Order) Reference</b>	TBC

## 6. CONFIDENTIAL INFORMATION

Except as described in Clause 1 (Interpretation) and as required to be treated in Clause 31 (Confidential Information), no other confidential Information will be required in delivering the Services

## 7. APPENDIX 5 - DETAILS OF PERMITTED PROCESSING

7.1. In accordance with Clause 27 of the Call Off Terms and Conditions, the Contracting Authority in its role as the Data Controller sets out the following data processing requirements:

### 1. Subject matter of the processing

Considered, and not applicable

<b>2. Duration of processing</b>	Considered, and not applicable
<b>3. Nature and purpose of the Processing</b>	Considered, and not applicable
<b>4. Categories of Data Subject</b>	Considered, and not applicable
<b>5. Type of Personal Data</b>	Considered, and not applicable
<b>6. Plan for return or destruction of Personal Data</b>	Considered, and not applicable

7.2. Where the Parties are required by the Data Protection Legislation, in accordance with Clause 27.7, the Parties designate the following data protection officer:	
<b>For the MSP: -</b>	<b>For the Customer: -</b>
██████████	██████████
████████████████████	████████████████████
N/A	N/A

## ORDER FORM SIGNATORY PAGE

**BY SIGNING AND RETURNING THIS ORDER FORM THE MSP AGREES** to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with where completed and applicable, the mini-competition order (additional requirements) set out in this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the MSP and YPO on 1<sup>st</sup> November 2023.

### For and on behalf of the Customer:

Name		
Job Title		
Signature		
Date		

### For and on behalf of the MSP:

Name		
Job Title		
Signature		
Date		

**APPENDIX 2**  
**PRICES FOR SERVICES**

Period 03/11/2023- 03/05/2025 (359 working days).


**MSP/Framework Fee**

Fees will be based on the spend threshold triggered as per the below table.

Delivery Model - Named Supplier

The embedded fee calculator can be used to cumulatively sum the value of fees against specified spend.



YPO 1141 Fee  
Calculator v0.2.xlsx



**Proposal:**

# **Consultancy + for Crown Prosecution Service**

Strictly private & confidential

This document is not intended to be binding on either of the parties and is strictly for planning and discussion purposes only; any binding agreement between the parties will be negotiated and agreed upon in a definitive Statement of Work, signed by both parties.

18<sup>th</sup> October 2023

## ESYNERGY PRICING PROPOSAL

Period 03/11/2023- 03/05/2025 (359 working days).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].