Call-Off Ref: RM1043.8 Crown Copyright 2022

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

Order Form

Call-Off Reference: PROC 818-2024

Call-Off Title: Digital Case Management System

Call-Off Contract Description: Initial scope is for the implementation and support services of a Case Management System (CMS) for the CMA. The scope of this Order Form also includes the option to implement further instances of the CMS to other areas of the CMA.

The Buyer: Competition and Markets Authority

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

The Supplier: PA Consulting Services Ltd

Supplier Address: 10 Bressenden Place, London, United Kingdom, SW1E 5DN, UK

Registration Number: 00414220 DUNS Number: 21-100-0617 SID4GOV ID: 21-100-0617

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0 Model Version: v3.8

Call-Off Ref: RM1043.8 Crown Copyright 2022

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13th January 2025.

It is 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 (SOW) 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 if the 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 the parties 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 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

Framework Ref: RM1043.8 Digital Outcomes 6

Call-Off Ref: RM1043.8 Crown Copyright 2022

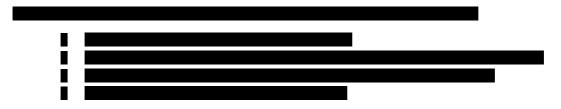
- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security), Part A
 - Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 15 (Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.11)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
- 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:

SPECIAL TERM no. 1: CMA's Supplementary Terms



SPECIAL TERM no. 2: CMA's Supplementary Terms

SPECIAL TERM no. 3: Buyer Ending the contract without a reason

10.6.3

Framework Ref: RM1043.8 Digital Outcomes 6

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

(b) where the buyer terminates in accordance with Core Term Clause 10.2.2, the Buyer shall pay the Supplier, on a time and materials basis, for all work-in-progress and all Services performed prior to the date of termination, up to the applicable milestone cap, where relevant. These caps are specified at Appendix 1, Annex 1, Paragraph 4 – Charges15 of this Order Form.

Call-Off Start Date: 13/01/2025 Call-Off Expiry Date: 12/04/2027

Call-Off Initial Period: 2 Years, 3 Months

Call-Off Optional Extension Period: 1 Year, 0 Month Minimum Notice Period for Extensions: 3 Months

Call-Off Contract Value: £980,790.00

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

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 as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £930,790.00.

Call-Off Charges

The following Charging method(s) below shall be used in any Statement of Work, as

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0 Model Version: v3.8

Call-Off Ref: RM1043.8 Crown Copyright 2022 requested by the Buyer:

- 1 Capped Time and Materials (CTM)
- 2 Time and Materials (T&M)
- 3 Fixed Price
- A combination of two or more of the above Charging methods.

Where 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.

Any further SoW Charges added to this Call Off Contract will be agreed at the time of adding the relevant Appendix.

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

Reimbursable Expenses

As agreed in the applicable Statement of Work.

Payment Method

The frequency of invoicing is monthly in arrears via BACS and aligned to the Milestone payments.

The frequency of invoicing is annually, in advance, for licences and support via BACS and aligned to the period for payment.

Buyer's Invoice Address

Accounts Payable

invoices@cma.gov.uk

Buyer's Authorised Representative

Buyer's Environmental Policy

Not Applicable

Buyer's Security Policy

Not Applicable

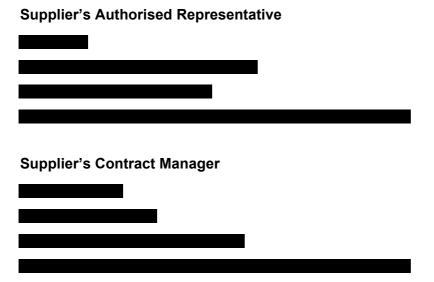
Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-
Off Schedules)
Call-Off Ref: RM1043.8
Crown Copyright 2022



Progress Report Frequency

Weekly, unless otherwise agreed between the parties in writing. The form of progress reporting applicable to a SoW shall be agreed in writing between the parties following the start date of the applicable SoW.

Progress Meeting Frequency

Weekly, unless otherwise agreed between the parties in writing in the applicable SoW.

Key Staff

Key Subcontractor(s)

- PA HOLDINGS LIMITED
- CODEC UK

Commercially Sensitive Information

In accordance with Joint Schedule 4 (Commercially Sensitive Information)

Balanced Scorecard

Not Applicable

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

Call-Off Ref: RM1043.8 Crown Copyright 2022 Material KPIs

Not applicable

Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Social Value Offer	Target, prorated	Measured by and KPI
SOCIAL VALUE: Local Skills and Employment Development Programme		
	• ===	

Framework Ref: RM1043.8 Digital Outcomes 6

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

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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:



OFFICIAL-SENSITIVE

Framework Ref: RM1043.8 Digital Outcomes 6

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

Appendix 1

- 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).
- Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

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 Contact.

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.

SOW Title: Digital Case Management System - DMCS
SOW Reference: PROC-818-2024 – 01
Call-Off Contract Reference: PROC-818-2024
Buyer: Competition and Markets Authority
Supplier: PA Consulting Services Ltd
20
Key Personnel (Buyer):
Key Personnel (Supplier):
Subcontractors: Codec UK, PA Holdings Limited

Framework Ref: RM1043.8 Digital Outcomes 6

Call-Off Ref: RM1043.8 Crown Copyright 2022

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: This SOW covers the implementation costs for the case working solution milestones 1 - 4. It does not cover the upfront or ongoing support costs.

Delivery phase(s): Implementation

Overview of Requirement: Requirements analysis, configuration, testing and release of the case working solution for the Consumer and DMU teams and Training support.

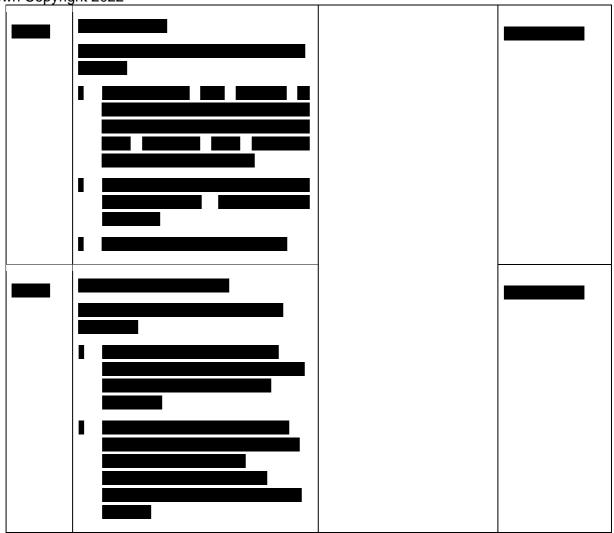
3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milesto ne Ref	Milestone Description	Acceptance Criteria	Due Date

Framework Ref: RM1043.8 Digital Outcomes 6

Call-Off Ref: RM1043.8 Crown Copyright 2022



Delivery Plan:

Milestone dates are specified in the table above. An implementation plan in accordance with Call-Off Schedule 13 (Implementation Plan and Testing) will be provided within 14 days. A testing strategy will be provided within 20 days. The scope of hypercare will be agreed by 10 working days before the end of Milestone 1.

Dates can change by mutual agreement and in accordance with the Buyers agile delivery approach.

Delay payments do not apply in respect of milestone dates.

Dependencies:

General dependencies

Framework Ref: RM1043.8 Digital Outcomes 6

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

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Technical assumptions

Where these assumptions are incorrect this may result in additional cost or reduced scope

Topic	Assumption	Description
	92	
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		42

Framework Ref: RM1043.8 Digital Outcomes 6

Call-Off Ref: RM1043.8 Crown Copyright 2022

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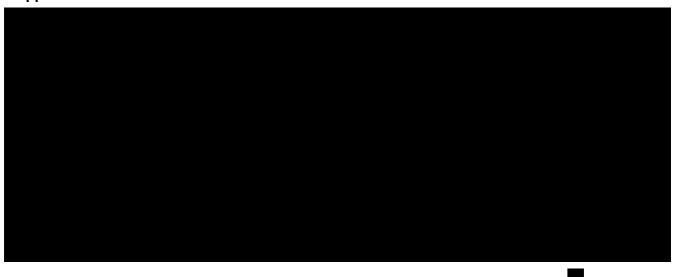
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Call-Off Ref: RM1043.8 Crown Copyright 2022

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	critical data flows during the initial phase.
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Supplier Resource Plan:



Call-Off Ref: RM1043.8 Crown Copyright 2022

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:

N/A

Performance Management:

Material KPIs	Target	Measured by

Additional Requirements:

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 **Data Processing** arrangements attached specified at Appendix 1, Annex 1, Paragraph 7 – Data Processing.

Key Supplier Staff:

As specified in the call-off contract

SOW Reporting Requirements:

As per Call-Off Schedule 15 (Call Off Contract Management)

4 Charges

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Project Version: v2.0

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

Call Off Contract Charges:

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

Capped Time and Materials

Payment schedule

Milestone	Capped Cost	Payment Date
M1		
M2		
M3		
M4		

Rate Cards Applicable:



Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy). Work for the SOW will be delivered largely remotely. Travel to CMA, non London, offices where requested by the CMA will be expensed in accordance with your expense policy.

5 Signatures and Approvals

Framework Ref: RM1043.8 Digital Outcomes 6

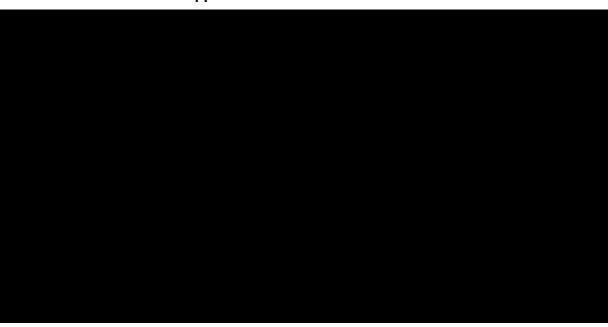
Project Version: v2.0

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

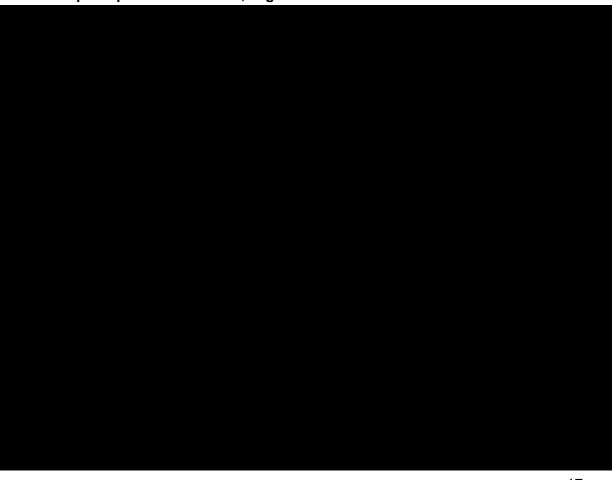
Call-Off Ref: RM1043.8 Crown Copyright 2022 **Agreement of this SOW**

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



6 In scope requirements details, aligned to Milestone

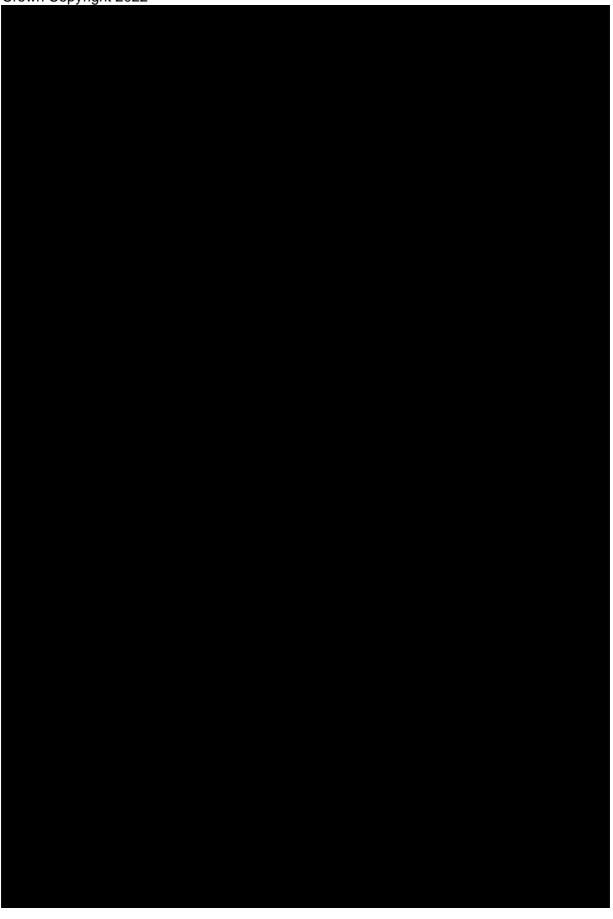


Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0 Model Version: v3.8

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

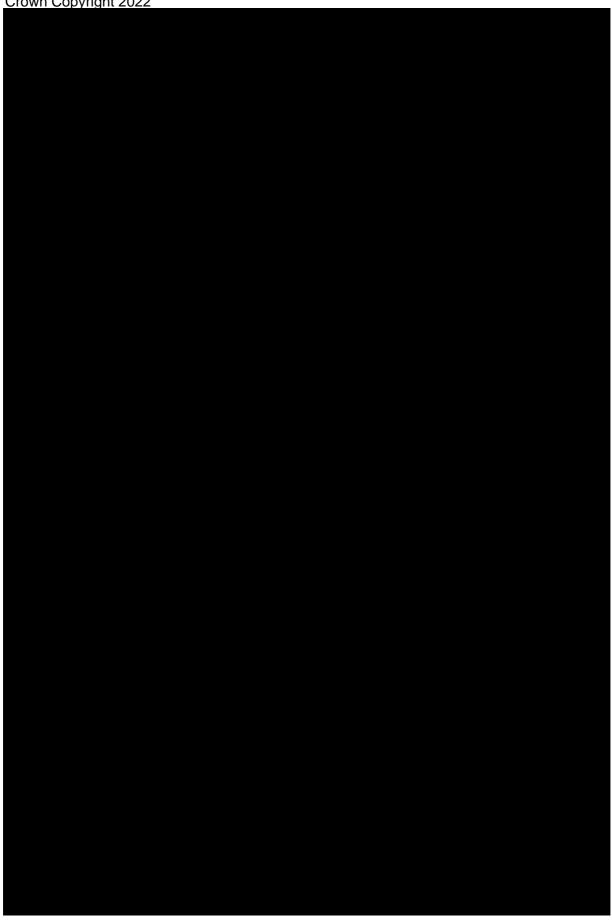


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Project Version: v2.0

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

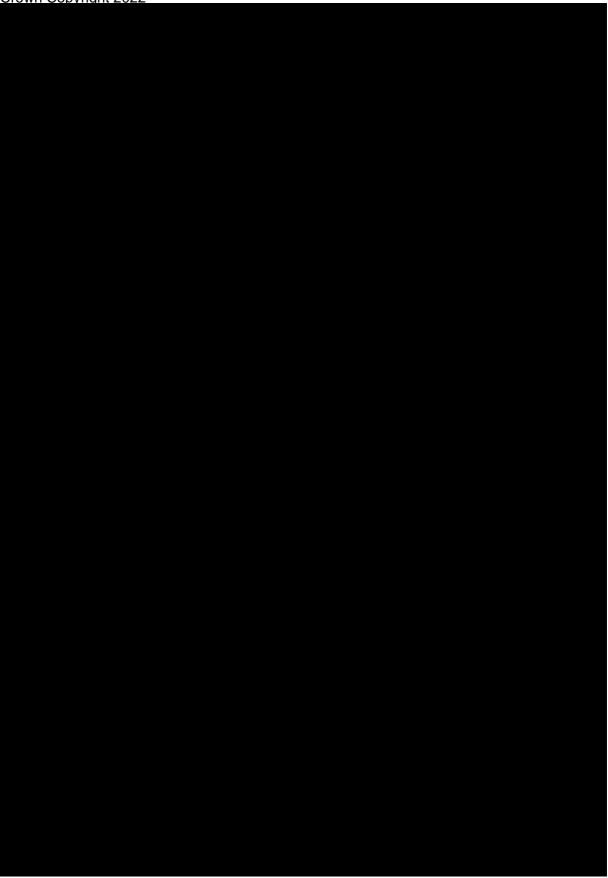


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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8 Crown Copyright 2022

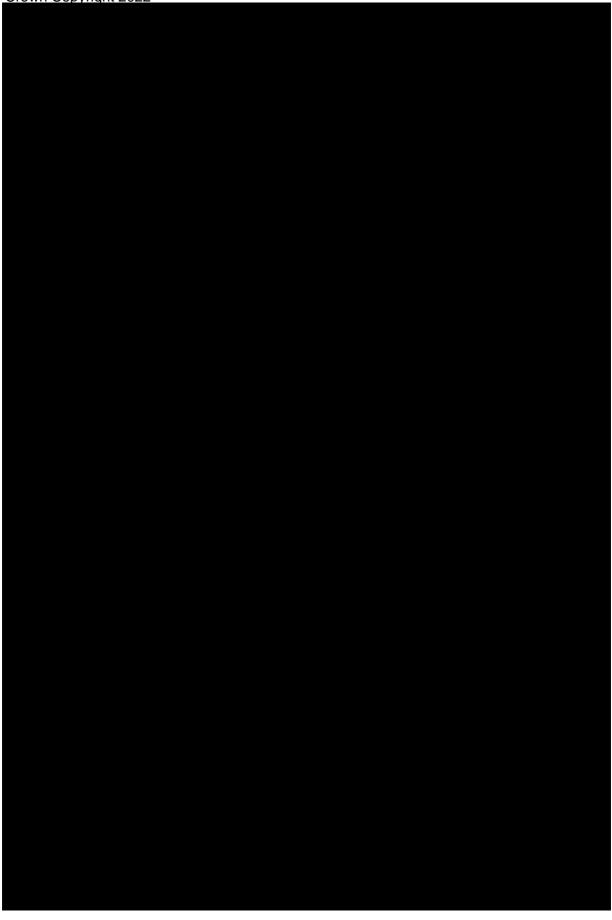


Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

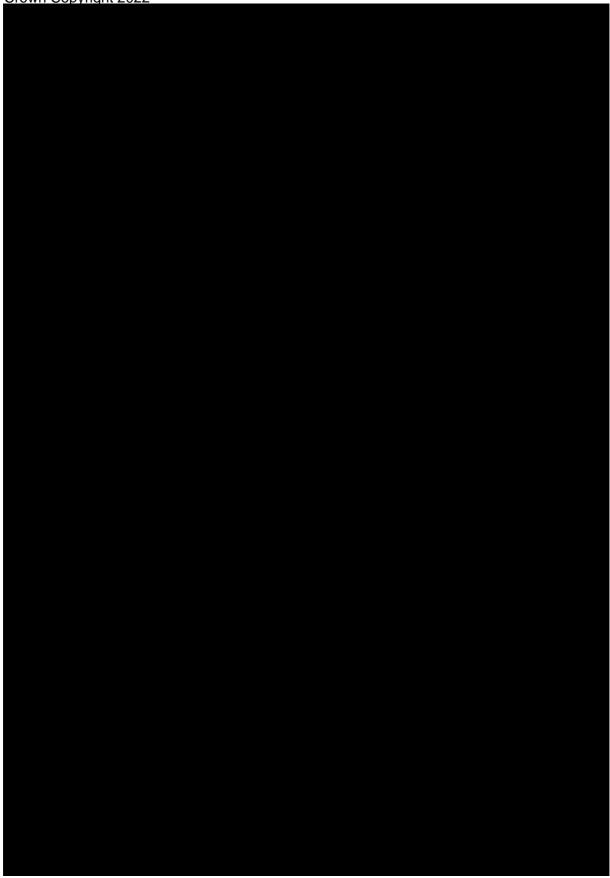


Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

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

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Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

7 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 (Appendix 1, Annex 1) Annex 1 of Joint Schedule 11 (Processing Data) shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

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

Call-Off Ref: RM1043.8 Crown Copyright 2022

 Annex 1, Joint Schedule 11 is adequate for this Statement of Works (SOW), PROC 818-2024-01

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0