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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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## Order Form

**Call-Off Reference:** WP2021

**Call-Off Title:** WP2021 Identity Verification Apps Delivery Partner. Both Android and Apple

### **Call-Off Contract Description:**

As published on the 19th October 2021:

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/15844>

Professional Services for Digital Identity (DI) Unit and GOV.UK.

- 1) Deliver a native mobile app as part of the new common DI check for government services
- 2) Support discovery research to test the needs and value that could be met through app-based government information and service delivery
- 3) Support GDS in growing its permanent engineering capability in native app development

The supplier will be able to rapidly onboard a team(s) for both the Digital Identity Unit and GOV.UK to meet outcome deliverables for each statement of work within 5-10 days when required.

The supplier will be asked to deliver outcome-based Statements of Work, to be agreed throughout the contract.

### **The Buyer: Government Digital Service on behalf of Cabinet Office**

Cabinet Office Main Address: 1 Horse Guards Road, London, SW1A 2HQ.

GDS Main Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

### **The Supplier: Deloitte LLP**

Supplier Address: 1 New Street Square, London, EC4A 3HQ

Registration Number: OC303675

DUNS Number: 3648077771

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 9 February 2022.

The Order Form is issued under RM1043.7 Framework Contract with the GDS reference number WP2021 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not oblige the Buyer to buy or the Supplier

to supply Deliverables, unless both parties agree to the Statement of Works.

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 Outcome

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where Schedule numbers are missing these schedules will not apply. 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
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 6 (Key Subcontractors)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)

- 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) Part A – Short Form
  - 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 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 25 (Ethical Walls Agreement)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

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:**

- Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies, is Commercially Sensitive Information for the purposes of Joint Schedule 4 (Commercially Sensitive Information) . If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.
- Wilful misconduct means an act or omission resulting in a material breach of contract

or other duty causing serious harm to the counterparty where the party committing the act or omission intended to cause such result or was reckless with respect to the same.

- Nothing will prevent Supplier from retaining copies for professional record keeping purposes.
- Buyer will: (i) obtain management decisions/approvals promptly; (ii) give Supplier access to its Staff, Buyer Premises, and all Buyer Assets; and (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties) relating to the Services, as reasonably required by Supplier.
- Buyer will be responsible for the licensing arrangements for any proprietary third-party software packages ("Third Party Software") to be used by Supplier in the provision of the Services and will obtain the necessary licence(s) directly from the relevant third party.
- The Short Form Security (Part A) Requirements apply.
- The parties do not anticipate that TUPE will apply to this contract and therefore Parts C and E of Call Off Schedule 2 (Staff Transfer) shall apply.
- A Guarantee is not required.
- Details of Exit Plan and timings to be agreed per Statement of Work.
- Supplier will supply a BCDR plan in accordance with Call-Off Schedule 8 (Business Continuity and Disaster Recovery). The parties will discuss and agree how the Supplier's BCDR plan and the Buyer's BCDR plan will align in the first Statement of Work.

**Call-Off Start Date:** 10 February 2022

**Call-Off Expiry Date:** 9 February 2024

**Call-Off Initial Period:** 24 Months with a break clause at 12 months

**Call-Off Optional Extension Period:** up to 6 Months (subject to approval)

**Minimum Notice Period for Extensions:** 1 month

**Call-Off Contract Value:** up to £4,800,000 excluding VAT.

The initial PO will be raised to reflect the deliverables and value of the first Statement of Work.

### **Call-Off Deliverables**

To be agreed on mobilisation. Each Statement of Work will set out the applicable deliverables, KPIs and SLAs at the point of execution.

### **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:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
  - The Government Technology Code of Practice (<https://www.gov.uk/government/publications/technology-code-of-practice>)
  - The Government Service Standard and Service Manual (<https://www.gov.uk/service-manual/service-standard>)
  - Resources to be supplied in accordance with DDAT Competency framework guidelines; <https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>
  - NCSC guidance <https://www.ncsc.gov.uk/section/advice-guidance/all-topics>
  - The GDS Way
- Resources shall have the prescribed level of security clearance:
  - BPSS for all resources
  - SC Clearance for Technical Roles (roles to be confirmed by the Buyer at the point of SoW execution). If not currently held, the resources must meet the criteria and be willing to go through the process at the cost of the Supplier. GDS is willing to sponsor supplier staff through the clearance process.

- All Supplier resources, including SubContractors and Partners, working on the project must be aware of and observe their obligations and responsibilities around confidentiality and protection of data as set out in the Terms and Conditions of this Call-Off Contract and applicable Schedules.

## **Governance**

- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.
- Agreeing a Statement of Work
  - Buyer to draft SOW with milestone deliverables for the outcome
  - Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
  - Supplier to propose the team required to deliver the outcome.
  - Supplier will share costs, timelines and team profile
  - Buyer to agree the team proposed
  - SOW is signed

## **Cyber Essentials Scheme**

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

Liability will be capped to REDACTED in accordance with Clause 11.2 of the Core Terms.

## **Call-Off Charges**

REDACTED supplier's written response covering both inside and outside IR35.

## **Reimbursable Expenses**

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

## **Payment Method**

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2021.

**Invoices should be sent by email to:**

### Buyer's Invoice Address

**Name:** REDACTED.

### Buyer's Authorised Representative

**Name:** REDACTED

**Role:** REDACTED

**Tel:** REDACTED

**Email address:** REDACTED

**Address:**

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

### Buyer's Environmental Policy

Cabinet Office Environment policy, available at request. Please email GDS Commissioning Team ([commissioning-digital@digital.cabinet-office.gov.uk/](mailto:commissioning-digital@digital.cabinet-office.gov.uk/))

### Buyer's Security Policy

**Non-Code:**

**A full BPSS check MUST consist of:**

- **DBS / Criminal record check:** those that require system access will be required to disclose an unspent criminal record via the Basic Disclosure service operated by Disclosure Barring Service (for England and Wales from 1 January 2018), Disclosure Scotland or Access Northern Ireland. Prospective employees who have recently come to the UK or lived abroad may be asked to provide overseas police certificates or certificates of good conduct where these are available so that a similar assurance can be gained.
- **Identity check:** to verify identity departments and agencies will ask candidates to provide, in advance of any final offer of employment, a selection from the following:
  - Confirmation of name, date of birth and address
  - National insurance number or other unique personal identifying number (where appropriate)
  - Full details of previous employers (name, address and dates), over the past three years
  - Confirmation of any necessary qualifications/licences
  - Educational details and references where someone is new to the workforce
  - Confirmation of permission to work in the UK if appropriate.
- **Employment history (past three years):** As part of the Baseline Standard, Departments and Agencies must seek verification of a candidate's employment history, i.e. previous employers, jobs held and dates employed. They must also



check any periods spent overseas for a total of six months or more during the previous three years. It is for Departments and Agencies to decide whether they wish to obtain references from previous employers (i.e. covering aspects such as an individual's skills or achievements) as part of their pre-employment checks.

- **Nationality and Immigration Status:** The Civil Service, like any employer, is subject to the Immigration, Asylum and Nationality Act 2006 and departments and agencies are required to verify whether or not new employees have the right to remain and work in the UK. In addition, civil Version 4.0 – May 2018 7 employment under the Crown, in particular the Home Civil Service is subject to nationality rules which are statutorily based. More information on the Civil Service Nationality Rules is available from [<http://www.civilservice.gov.uk/about/resources/nationality-rules>]. Therefore, as a potential employer, all government departments will take steps to verify nationality and right to work in the UK.

#### **Code:**

\* generally people with a non coding perspective don't need SC unless they have production access (could include things like feature switch enabling & details TBC for testers in a production account etc)

\* SC required for single points of failure/authority in the process (e.g. pressing the button to release the app)

\* all dev team and the technical architect need SC clearance (or to be SC eligible and that process to be initiated as soon as they start) and we will deal with exceptions where necessary

\* SC processes should start asap - either clearance starts or transfer in

\* app code is to be treated as production code

Cabinet Office Security Breach Policy, Physical Security Policy and Personnel Vetting Policy, all available on request. Please email GDS Commissioning Team ([commissioning-digital@digital.cabinet-office.gov.uk](mailto:commissioning-digital@digital.cabinet-office.gov.uk))

#### **Supplier's Authorised Representative**

**Name:** REDACTED

**Role:** REDACTED

**Phone:** REDACTED

**Email Address:** REDACTED

**Address:** 1 New Street Square, London EC4A 3HQ

#### **Supplier's Contract Manager**

**Name:** REDACTED

**Role:** REDACTED

**Phone:** REDACTED

**Email Address:** REDACTED

**Address:** 1 New Street Square, London EC4A 3HQ

**Progress Report Frequency**

On the first Working Day of each calendar month.

**Progress Meeting Frequency**

See Call-Off Schedule 15 (Call-Off Contract Management). Meeting dates to be agreed.

**Key Personnel Buyer**

REDACTED

**Key Personnel Supplier**

REDACTED

Notwithstanding the contents of Call-Off Schedule 7, the Parties agree that the exact nature and extent of the Key Personnel's involvement in this Call-Off Contract including the appropriate number of hours will be mutually determined and agreed from time to time between the Parties in writing.

Key Subcontractor(s)

**Supplier Address:** NA

**Registration Number:** NA

**Commercially Sensitive Information**

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is Commercially Sensitive Information. If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

**Balanced Scorecard and Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

The parties shall agree the content and timescales for delivery of KPIs 4 and 5 in the first Statement of Work and the Supplier shall have no obligation to deliver KPIs 4 and 5 until the first Statement of Work has been agreed.

Further KPIs may be agreed at individual Statement of Work level.

**1. KPI: Performance to pay process**

REDACTED

**2. KPI: Partnering behaviours and added value and knowledge share**

REDACTED

**3. KPI: Team in place (Delivery)**

REDACTED

**4. KPI: Knowledge Transfer**

REDACTED

**5. KPI: Social Value**

REDACTED

**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 commitment which is to ensure the designs are inclusive for all user groups.

**Additional Insurances**

Not applicable

**Guarantee**

Not Used

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute a completed Statement of Work(s). 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: Deloitte LLP**

Signature: REDACTED

Name:

Role:

Date:

**For and on behalf of the Buyer: Cabinet Office**

Signature: REDACTED

Name:

Role:

Date:

**Appendix 1 Signed Statements of Work will be incorporated into this Call-Off Contract.**

The parties will agree and record their first (and each subsequent) statement of work substantially in the template below. Once a Statement of Work has been agreed the parties will be contractually bound to deliver their respective obligations under the Statement of Work in accordance with this Contract.

**(Template Statement of Work)**

Deliverables 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:** [xx]

**SOW Title:** [xx]

**SOW Reference:** WP2021/SOW No [x]

**Call-Off Contract Reference:** WP2021

**Buyer:** Government Digital Service on behalf of Cabinet Office

**Supplier:** Deloitte LLP

**SOW Start Date:** [xx]

**SOW End Date:** [xx]

**Duration of SOW:** [xx] Working Days

**Key Personnel (Buyer):**

REDACTED

**Key Personnel (Supplier):**

REDACTED

**Subcontractors:**

**Supplier Address:**

**Registration Number:**

## 1 Call-Off Contract Specification – Deliverables Context (Template)

**SOW Deliverables Background:** [xx]

**Delivery phase(s):**

[xx]

**Overview of Requirement:**

[xx]

## 2 Buyer Requirements – SOW Deliverables

**Outcome 1 Description:** [xx]

**Outcome 2 Description:** [xx]

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date

**Dependencies:**

- [xx]
- [xx]

**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 (Plus) Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

See Call-Off Order Form

**Performance Management:**

Refer to KPIs in the Call-Off Order form and Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

**Key Supplier Staff and Charges ex VAT:**

Key Role	Working Days	Day rate (£)	Cost (£)

**SOW Reporting Requirements:**

See Call-Off Contract and Call-Off Schedule 15

## **1 Charges**

### **Call Off Contract Charges:**

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[xx] excluding VAT.

### **Rate Cards Applicable:**

**REDACTED**



**Reimbursable Expenses:** See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

## **2 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: Deloitte LLP**

Name:

Title:

Date:

Signature:

#### **For and on behalf of the Buyer: Cabinet Office**

Name:

Title:

Date:

Signature:

## **Data Processing**

See Joint Schedule 11 (Processing Data)