

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

Framework Schedule 6 (Order Form)

Project\_25391 Digital Agile Coach

Version 2

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# **Order Form**

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 18468

Call-Off Title: Project\_25391 - Digital Agile Coach

**Call-Off Contract Description:** As part of a strategic focus on strengthening the role of practices in DWP Digital you will work with our Product and User Centred Design (UCD) practices to undertake a review of community maturity and effectiveness in meeting the needs of the membership and organisational objectives.

The Buyer: DWP Digital

Buyer Address: Caxton House, Tothill Street, LONDON SW1H 9NA

The Supplier: Tacit London Ltd

Supplier Address: The Old Bakery, 90 Camden Road, Tunbridge Wells, England, TN1 2QP

Registration Number: 09330807

**DUNS Number: 220513905** 

SID4GOV ID: n/a

# **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 9<sup>th</sup> January 2023.

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 2: Digital Specialists

# **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

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - o 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 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
- 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**

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

Not Required

# Framework Schedule 6 – Project\_25391 Digital Agile Coach

Call-Off Start Date: 30<sup>th</sup> January 2023 Call-Off Expiry Date: 29<sup>th</sup> April 2023

Call-Off Initial Period: 3 Months

Call-Off Optional Extension Period: 3 Weeks
Minimum Notice Period for Extensions: 4 Weeks

Call-Off Contract Value: £18,750.00

#### **Call-Off Deliverables**

Call-Off Deliverables are included at Section 3 (Buyer Requirements – SOW Deliverables) of Annex 1 – Statement of Works.

### **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:

Not required.

#### **Cyber Essentials Scheme**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £18,750.00.

#### **Call-Off Charges**

Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

Fixed Price

#### **Reimbursable Expenses**

None

# **Payment Method**

**BACS** 

#### **Buyer's Invoice Address**

**SSCL** 

PO Box 406

Phoenix House

Celtic Springs

Newport

NP108FZ

# APinvoices-DWP-U@gov.sscl.com

# **Buyer's Authorised Representative**

Commercial Lead

Peel Park Control Centre

Blackpool

FY4 5ES

# **Buyer's Environmental Policy**

Not Required.

Buyer's Security Policy

The security policies and standards that apply to DWP suppliers and contractors are held online at the following address:

https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards

# **Supplier's Authorised Representative**



# **Supplier's Contract Manager**



# **Progress Report Frequency**

On a fortnightly basis, progress report one expected date 23<sup>rd</sup> January 2023.

# **Progress Meeting Frequency**

On a fortnightly basis, progress meeting one expected date 23<sup>rd</sup> January 2023.



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**CH45 3NN** 

**Employee** 

Outside of IR35

**Key Subcontractor(s)** 

Not Required.

**Commercially Sensitive Information** 

Not applicable

**Balanced Scorecard** 

Not Required.

#### **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):

Material KPIs	Target	Measured by
Not Required		

#### **Additional Insurances**

Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

#### Guarantee

Not applicable

**Social Value Commitment** 

Not applicable

## 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: **■** 

Name:

Role: Director

Date: 25th January 2023

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# **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.

Date of SOW: 9th January 2023

SOW Title: Project\_25391 DWP Digital Agile Coach SOW-001

SOW Reference: SoW 001

Call-Off Contract Reference: Project\_25391

**Buyer:** The Department for Work and Pensions (DWP Digital)

**Supplier:** Tacit London Ltd

**SOW Start Date:** 30/01/2023

**SOW End Date: 29/04/2023** 

**Duration of SOW: 3 Months** 

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors: Not Required

# 2 Call-Off Contract Specification – Deliverables Context

# SOW Deliverables Background:

As part of a strategic focus on strengthening the role of practices in DWP Digital, Product and User Centred Design (UCD) practices are looking to undertake a comprehensive review of community of practice maturity and effectiveness in meeting the needs of the membership and helping deliver organisational objectives.

# Delivery phase(s):

Various

# Overview of Requirement:

Undertake a comprehensive review of community of practice maturity and effectiveness in meeting the needs of the membership and helping deliver organisational objectives.

#### 3 Buyer Requirements - SOW Deliverables

Milestones / Dates	Functionality	Deliverables	Acceptance Criteria
Setup & research Milestone 1	Engagement kick-off     Agree scope, direction,     outcomes, people needed     to be involved and what     success looks like     Stakeholder alignment     Achieve buy-in and shape     research     Using mix techniques to     gather evidence	Prior to work starting; deliverables to be agreed and signed off by the buyer/product manager  • Kick-off workshop(s)  • Stakeholder mapping  • Stakeholder sessions (interviews/workshops)  • Documented research plan  • UR deliverables	Agree deliverables made available and accessible to buyer and signed off by the buyer (or representative)
Report & Recommendations Milestone 2	Report     Analysis of research     evidence and insights     Recommendations     Present findings and     agree actions	Draft report     Stakeholder workshops (refine and agree actions)	Agreed and prioritised recommendations and actions as output from final stakeholder workshops

# **Delivery Plan:**

The supplier will largely define the delivery plan based on their preferred approach to undertaking this work within the agreed timeframe. Engagement kick-off will establish the lower-level deliverables with key stakeholders and schedule of work to be undertaken.

It is recognised that during any planned project delivery, priorities can and typically change especially in an agile delivery model. In such circumstances, the Buyer will agree the changes and re-prioritisation with the supplier.

Given the short delivery time, a fortnightly review will take place between the buyer (practice

leadership representative(s) of Product and UCD practices) and the supplier representative.

**Dependencies:** Not Required **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).

# **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:**

The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards:

https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework

# **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)
Agile Coach		Employee	Outside IR35

# **SOW Reporting Requirements:**

The Buyer requires a set of service outcomes as set out at Section 3 Buyer Requirements – SOW Deliverables. The service will be delivered via work packages and milestones. Throughout each work package, the defined Outcomes will be delivered in accordance with each work package's respective outcome delivery prioritisation schedule and in accordance with the stated Acceptance Criteria.

A Milestone Achievement Certificate will be issued to the supplier upon successful completion and acceptance of a milestone

#### 4 Charges

# **Call Off Contract Charges:**

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

# Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is £18,750.00 excluding VAT as per the table below:

Milestone Reference	Delivery Due Date	Value
Milestone 1	10 <sup>th</sup> March 2023	
Milestone 2	21st April 2023	
Total		£18,750.00

Rate Cards Applicable: Principle Rate Card – On-Shore from Call-Off Schedule 5 (Pricing Details and Expenses Policy).

# Reimbursable Expenses:

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

[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]

# 5 Signatures and Approvals

# Agreement of this SOW

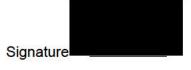
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

# For and on behalf of the Supplier

Name:

Title: Director

Date:24th January 2023



# 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	The Relevant Authority is Controller and the Supplier is Processor	
	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:	
	The relevant authority requites the suppler to collect, process and transform the data for the purposes of this contract.	
Duration of the Processing	3 months, the duration of the work. Jan - April	
Nature and purposes of the Processing	Collection of names and email addresses as part of survey and interview research. Storage for use for the duration of the work and destroyed when the work is complete.	
Type of Personal Data	Names, roles and email addersses	
Categories of Data Subject	Staff	
Plan for return and destruction of the data once the Processing is complete	Data will be retained for the duration of the research and creation of deliverables and deleted from any electronic storage on completion of the work.	
UNLESS requirement under Union or Member State law to preserve that type of data		