

Framework Schedule 6

Order Form

CALL-OFF REFERENCE:	C5211
CALL-OFF TITLE:	MPDD Tactical AD Project
CALL-OFF CONTRACT DESCRIPTION:	<p>Types of projects:</p> <ul style="list-style-type: none">• GDS/CDDO Alpha/Beta deliveries – including the requirement to pass GDS Service Assessments• Non-agile software development• COTS package implementation or enhancement• Delivery options analysis• Deliverables aligned to DEFRA technical and security standards
THE BUYER:	The Secretary of State for Environment, Food and Rural Affairs
BUYER ADDRESS	Nobel House 17 Smith Square London SW1P 3JR
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS	1 Kingdom Street London W2 6BD
REGISTRATION NUMBER:	07195160
DUNS NUMBER:	21-665-405
SID4GOV ID:	[Insert if known] N/A

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 'APPLICABLEFRAMEWORK CONTRACT' and up to, but not including, the Signature block**

It is essential 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

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1 November 2022

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):

Lot 2: Digital Specialist

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial Difficulties)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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- Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263 – refer to the Call-Off Schedules issued with this Order Form as separate documents:
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14B Service Levels and Balanced Scorecard
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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.

No personal data will be processed by the Supplier as data processor under this Call-Off Contract. If the Buyer wishes the Supplier to act as a data processor under this Call-Off Contract then the parties must first agree a Variation to this Call-Off Contract, including Annex 1 to Joint Schedule 11 (Processing Data).

CALL-OFF START DATE:	1 November 2022
CALL-OFF EXPIRY DATE:	31 October 2024
CALL-OFF INITIAL PERIOD:	24 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	6 months
CALL-OFF CONTRACT VALUE:	£4.7m

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

- Access Management Policy
- Availability Management Policy?
- Change and Evaluation Management Policy
- Configuration Management Policy?
- Defra Group Security Policy?
- Knowledge Management Policy
- Operational Risk Management Policy
- Release and Deployment Management Policy
- Service Validation and Testing Policy?
- Software Asset Management Policy
- Records Management
- Retention Schedule
- Defra KS-P02-InfoRevDisPol Archiving and Disposal of Data
- Supplier Management Policy
- Service Delivery Lifecycle
- Hosting and Application Support Supplier's Software Readiness Policies, Processes and Procedures
- DDTS Software Development and Testing Standards

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£4m** Estimated Charges in the first 12 Months of the Contract. The Buyer must always provide a figure here.

CALL-OFF CHARGES

If by direct award or if not otherwise used: The Charges will not be impacted by change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK 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.

BUYER'S INVOICE ADDRESS:

Shared Services Connected Limited

Phoenix House,
Celtic Springs Business Park,
Newport,
NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE



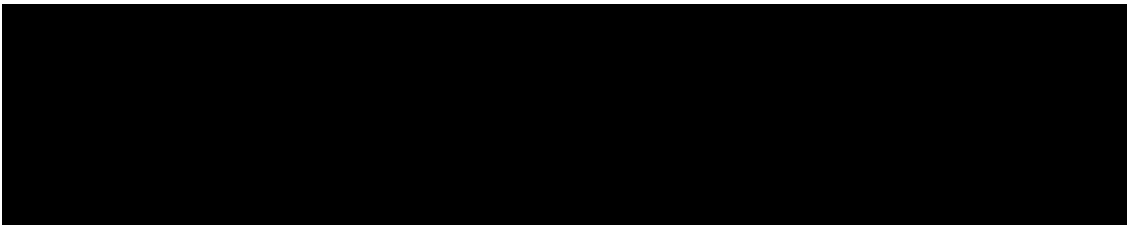
BUYER'S ENVIRONMENTAL POLICY

To follow

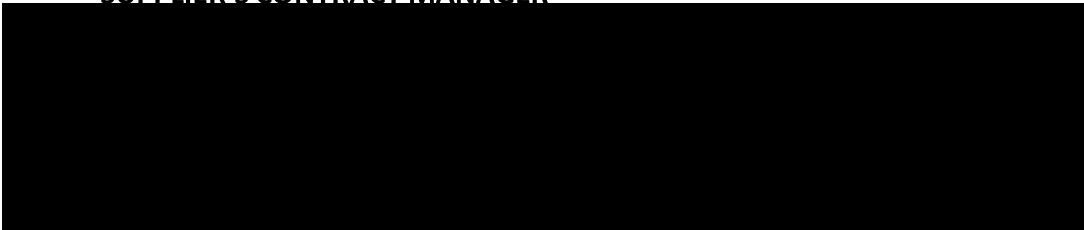
BUYER'S SECURITY POLICY

DEFRA Group Security Policy PLIS 002 v8.0, April 2022. As per attachments within suppliers documents

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



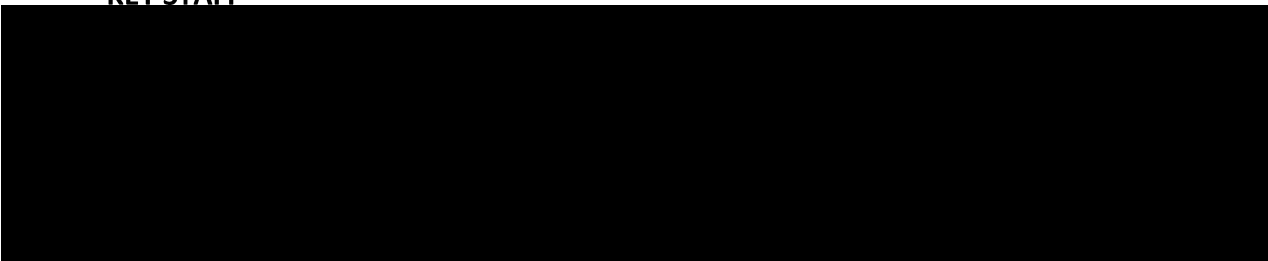
PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF



Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

COMMERCIALLY SENSITIVE INFORMATION

Rate Cards, the Supplier’s costs, the Supplier’s bid response including our methodology and case studies (including any information about other customers of the Supplier) and any personal data regarding employees of the Supplier.

BALANCED SCORECARD

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

SECTION 1 SERVICE LEVELS

1. Definitions

1.1 In this Section 1 of this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Critical Service Level Failure”	has the meaning given to it in the Order Form;
"Service Level Failure"	1 means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	2 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	3 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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2. What happens if you do not meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.4.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.4.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"), provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur, the

Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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taking place or recurring;

1.2.2 instruct the Supplier to comply with the Rectification Plan Process; and/or

1.2.3 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Buyer redress for failure to provide Services at or above Service Levels

2.1 The Buyer may ask for a Rectification Plan if the Supplier fails to meet any of the Service Levels ("Default") within Section 1 (Service Levels) in any 12-Month rolling period.

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the Service Levels. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

Annex A to Part A: Services Levels Table

Part B: Performance Monitoring

2. Performance Monitoring and Performance Review

- 2.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavor to agree such process as soon as reasonably possible.
- 2.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 2.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 2.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 2.2.3 details of any Critical Service Level Failures;
 - 2.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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- 2.2.5 such other details as the Buyer may reasonably require from time to time.
- 2.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 2.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
 - 2.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 2.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 2.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 2.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified Service Period.

3. Satisfaction Surveys

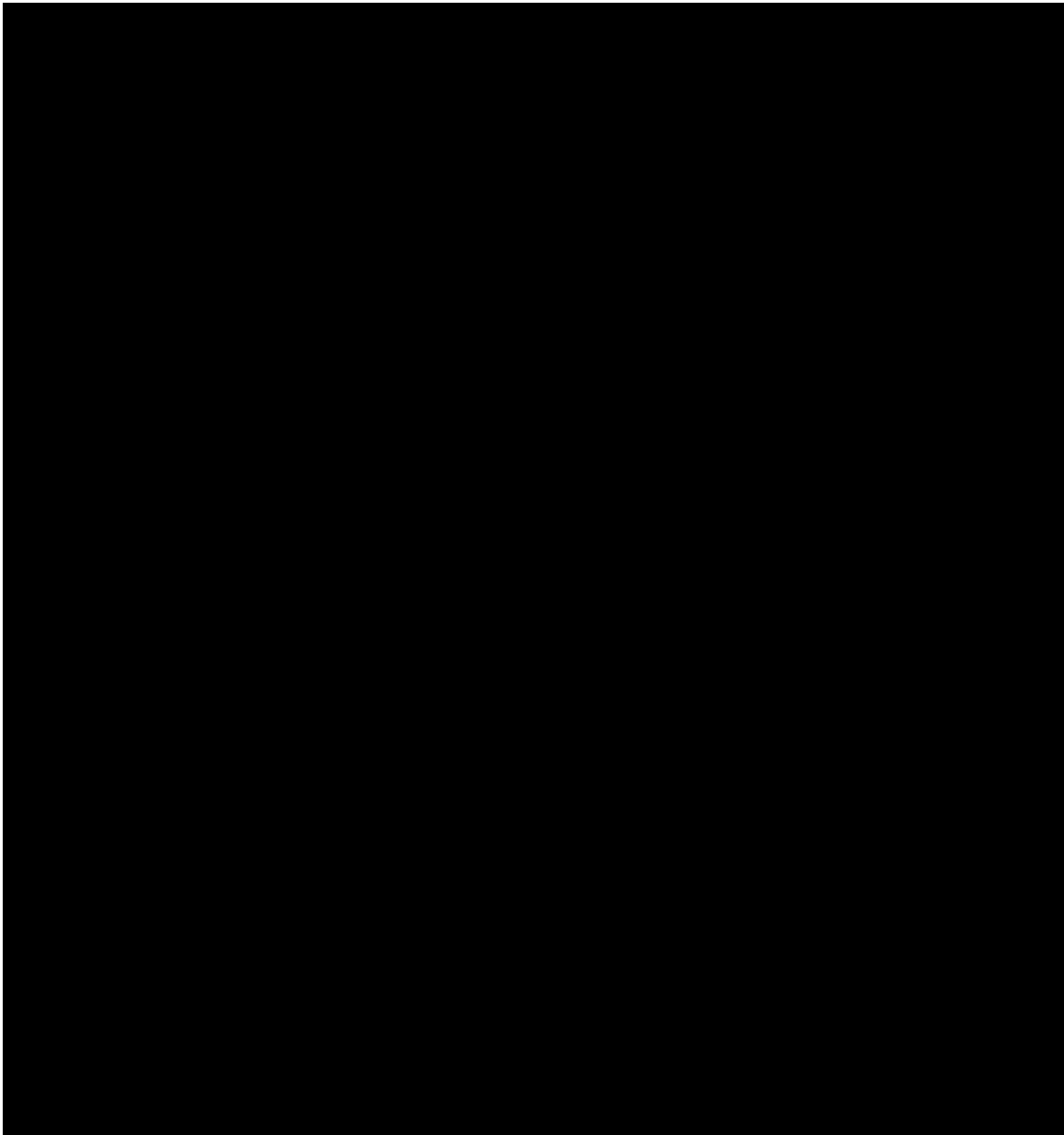
- 3.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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SECTION 2

BALANCED SCORECARD



- 1.2 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Schedule 4 (Framework Management). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.

1.3 The recommended process for using the Balanced Scorecard is as follows:

- the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
- following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
- following agreement of final scores, the process is repeating as per the agreed schedule

2. Buyer redress for failure to provide Services at or above Service Levels

2.1 The Buyer may ask for a Rectification Plan if the Supplier:

2.1.1 fails to meet any of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least [3] occasions within a 12-Month rolling period

2.1.2 demonstrates poor performance of a Call-Off Contract and, if applicable, any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the KPI targets listed on the Balanced Scorecard, on at least 2 occasions within a Call-Off Contract Statement of Work duration, or within a period of 3 Months (whichever is the earlier)

2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets. The Rectification Plan must be provided in accordance with Clause 10.3 of the Core Terms and any failure to correct a Default in line with an accepted Rectification Plan, or failure to provide a Rectification Plan within 10 days of the request may result in the Buyer exercising its right to terminate the Contract in accordance with Clause 10.4 of the Core Terms.

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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Parties will endeavor to agree such process as soon as reasonably possible.

- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
 - 3.2.1 for each KPI, the actual performance achieved over the relevant period;
 - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
 - 3.2.3 details of any failures of KPIs across the Call-Off Contract and, if applicable, each one or more SOW;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 3.2.5 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

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)

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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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.

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

For and on behalf of the Supplier:

For and on behalf of the Buyer:

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 Annex1 to the 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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Call-Off Ref:

Annex 1 (Template Statement of Work)

Cost Centre Area / Project Area / Workstream

i Statement of Work Unique & Specific Title	
ii Supplier Name	
iii Supplier Management Contract Ref	
iv Cost Centre Name & Code	Choose an item.
v Project / Workstream Name & Code(s)	Project / Workstream Name(s) Project Code(s) / Analysis Code(s)
vi R-DEL / C-DEL	R-DEL: <input type="checkbox"/> C-DEL: <input type="checkbox"/> Confirm split: R-DEL % / C-DEL %
SOW Reference ¹	SOW_Supplier Shorthand Ref_0001
vii Supplier Reference	Click or tap here to enter text.
viii SOW Grand Total Value	£xxx,xxx
ix SOW Start	Click or tap to enter a date.
x SOW End	Click or tap to enter a date.
xi Delivery Method	Agile or Waterfall
xii Charging Basis	Time & Materials / Fixed Cost / Milestone Payments
xiii Scope Approver	Enter name & SOP ID of project scope approver
xiv Budget Approver	Enter name & SOP ID of project budget approver

¹ New SOW: SOW_Supplier Shorthand Ref_0001 e.g. SOW_Bif_001 with numbering increasing sequentially for that Supplier
SOW Extension: eSOW_Supplier Shorthand Ref_Original Number Sequential Letter e.g. eSOW_Bif_0001A
SOW Change: cSOW_Supplier Shorthand Ref_Original Number Sequential Letter e.g. cSOW_Bif_0001A

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Version Control

Version No.	SOW Ref	Changes Made	Made By	SMT Owner	Date
001	e.g.SOW_Bif_001	New SOW			
002	e.g.eSOW_Bif_001A	e.g. Deliverables & Milestone Dates – new outcomes added and dates extended. Supplier Cost Forecast – updated to reflect new outcomes.			
003					

SOW Roles & Responsibilities

Section	Responsible Person(s) to Complete	Reviewer(s)
Front Page	Defra Requestor	Supplier Management
Service Overview	Defra Requestor	Supplier Management
Version Control	Supplier Management	N/A
Standards	Defra Requestor	Supplier Management
Phase(s) Included by this SOW	Defra Requestor	Supplier Management
Security Vetting Checks Required	Defra Requestor	Supplier Management
Laptops & Connectivity Changes	Defra Requestor	Supplier Management
Locations Is there justification to limit to UK-based team only <input type="checkbox"/> Click or tap here to enter text. If not, please confirm Supplier can consider use of resources located (assuming Security approved minimum equivalent clearance is in place) : near-shore <input type="checkbox"/> off-shore <input type="checkbox"/> Deliverables, Acceptance Criteria & Milestones	Supplier	Defra Requestor Supplier Management
Supplier Cost Forecast Time & Materials	Supplier	Supplier Management
Supplier Cost Forecast Fixed Cost	Supplier	Supplier Management
Supplier Cost Forecast Milestone Payments	Supplier	Supplier Management
Indicative Resource Profile	Supplier	Supplier Management
Assumptions & Dependencies	Defra Requestor	Supplier
Key Supplier Contacts	Supplier	Supplier Management

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Section	Responsible Person(s) to Complete	Reviewer(s)
Reporting & Communications	Defra Requestor	Supplier

Service Overview

Enter a summary of the services/project this SOW is supporting & any pertinent project/programme background or key info related to the specific workstream. Team size, key dates, existing team profile, any known constraints or risks or issues?

Activity Overview – Outcome Based Requirements

Enter a high-level summary in a paragraph or couple of bullet points of the outcomes to be delivered e.g. this is to run a successful feasibility study / create suitable software to do... / security testing of ... What is the problem that needs to be solved? What deliverable needs creating / reviewing? What gateway(s) need to be passed? Any additional / project specific material available?

Standards

- GDS Service Standards ☒
- Defra Digital, Data & Technology Services (DDTS) Standards ☒
- [Software Development](#) ☐
- [Quality Assurance Testing](#)² ☐
- [Service Standards](#)³ ☐
- [Technology Code of Practice](#) ☐
- [DDTS Tools Authority Common Technology Choices](#) ☐
- [OWASP Security Standards](#) ☐

Phase(s) Included by this SOW

Feasibility: ☐ Discovery: ☐ Alpha: ☐ Beta: ☐ Knowledge Transfer: ☐ App Dev: ☐
QAT: ☐ Transition: ☐ Cross Cutting Activity: ☐

Security Vetting Checks Required

BPSS is a mandatory minimum for all. Further levels of clearance to be detailed here.

SC is required ☐ for these roles

Laptops & Connectivity Changes

No change, existing kit in use ☐

Defra laptops needed ☐ [CS Line Manager to raise individual requests in SOP tick to acknowledge ☐

Supplier laptops needed ☐ [NB Suppliers must NOT use personal laptops at any time]

Non-standard software / environment access required: ☐ Provide details here & for which roles

Non-standard licences required: ☐ Provide details here & for which roles

Confirm who is purchasing / providing the licence(s): Defra ☐ Supplier ☐

Locations

Is there justification to limit to UK-based team only ☐ [Click or tap here to enter text.](#)

If not, please confirm Supplier can consider use of resources located (assuming Security approved minimum equivalent clearance is in place) :

near-shore⁴ ☐ off-shore⁵ ☐

² This link also gives practical examples of expected outcomes & requirement documentation from QAT.

³ [Review here for examples of success criteria in Service Standards](#)

⁴ e.g. EU

⁵ e.g. India

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Deliverables, Acceptance Criteria & Milestones⁶

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed.

Outcome Reference	Outcome Based Requirement	Supplier Deliverable	Acceptance / Success Criteria	Milestone Date / Deliverable Due Date
001	Up-to-date costing data	a) Updated 3-month rolling cost forecast for the SOW. b) Updated full year cost forecast vs actuals.	On time delivery. Data accuracy.	Before end of 3 rd week every month.

Milestone Completion Criteria

The Supplier shall notify the Buyer following the achievement of each Milestone and at the same time provide sufficient evidence to enable the Buyer to verify the achievement of the Milestone.

Charging Method for this SOW

Time and Materials

Invoiced monthly in arrears based on agreed Deliverables, (draft) invoice to be presented to DEFRA by working day 6 of the month along with timesheets with resource name, project, cost centre, workstream days worked (split across weeks), value. Updated min. 3-month rolling forward (current month + 2 months) spend forecast to be provided by close of 3rd week of each month.

Fixed Price

Invoiced monthly in arrears based on agreed Deliverables, (draft) invoice to be presented to DEFRA by working day 4 of the month & updated min. 6-month forward spend forecast against remaining budget.

Milestone Payments

Invoiced based on agreed Deliverables which are deemed contractually satisfactorily delivered, (draft) invoice to be presented to DEFRA by working day 4 of the month along with proof of delivery acceptance & updated forward spend forecast against any remaining milestones.

Travel Expectations & Expenses

All expenses must be pre-approved by Buyer. All expenses **must** be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety.

Overtime & On-Call

There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be captured by up-revving this SOW to a cSOW outlining the agreed deliverables for any additional work and capturing the changes within the version control table.

⁶ Please refer to the Supplier Management document "Examples of Outcome Based Deliverables" for assistance

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Supplier Cost Forecast Time & Materials⁷

Service Ref	Service Component (Role/Title)	Work Location (UK / Near Shore / Offshore)	Day Rate £GBP	SFIA Level	No of chargeable units (half / full days)	Month 1 Charge	Month 2 Charge	Month 3 Charge	Total Service Charge	Service Start Date	Service End Date
	Project 001 / Workstream 001 Name & Code										
Example 1						£0000	£0000	£0000	£0000		
Example 2						£0000	£0000	£0000	£0000		
Example 3						£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream					£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream in R-DEL					£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream in C-DEL					£0000	£0000	£0000	£0000		
	Project 002 / Workstream 002 Name & Code										
Example 1						£0000	£0000	£0000	£0000		
Example 2						£0000	£0000	£0000	£0000		
Example 3						£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream					£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream in R-DEL					£0000	£0000	£0000	£0000		
	Monthly Totals Across Project/Workstream in C-DEL					£0000	£0000	£0000			
	Total SOW Charges excl. VAT								£0000		
	Total Apportioned to R-DEL								£0000		
	Total Apportioned to C-DEL								£0000		

⁷ Delete table if project is fixed cost / Milestones

Framework Ref:

RM6263

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Supplier Cost Forecast Fixed Cost⁸

Service Ref	No of chargeable units (half / full days)	Work Location (UK / Near Shore / Offshore)	Month 1 Charge	Month 2 Charge	Month 3 Charge	Total Service Charge	Service Start Date	Service End Date
Project 001 / Workstream 001			£0000	£0000	£0000	£0000		
Project 002 / Workstream 002			£0000	£0000	£0000	£0000		
Project 003 / Workstream 003			£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream			£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in R-DEL			£0000	£0000	£0000	£0000		
Monthly Totals Across Project/Workstream in C-DEL			£0000	£0000	£0000	£0000		
Total SOW Charges excl. VAT						£0000		
Total Apportioned to R-DEL						£0000		
Total Apportioned to C-DEL						£0000		

Supplier Cost Forecast Milestone Payments⁹

Service Ref	Milestone / Deliverable Name	Milestone / Deliverable Description	Milestone / Deliverable Due Date	Total Cost
Example 1				£0000
Example 2				£0000
Example 3				£0000
Total SOW Charges excl. VAT				£0000
Total Apportioned to R-DEL				£0000
Total Apportioned to C-DEL				£0000

Indicative Resource Profile

Supplier to provide an indicative resource profile here.

Assumptions & Dependencies

e.g.

- Working location(s) specific requirements

⁸ Delete table if project is T&M / Milestones

⁹ Delete table if project is T&M / Fixed Cost

Framework Ref:

RM6263

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Key Supplier Contacts

Name	Role	Contact Info

Call-Off Contract Charges

For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the contract) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW. The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

The Supplier will provide a detailed breakdown across workstreams of rates based on time and materials charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge
-

where:

- Remainder of value under overall call = Off Contract Charge – overall Call-Off Contract value – sum of total value of all SOWs invoiced; and
- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Multiple SOWs can operate concurrently.

Risks or contingencies will be included in the charges.

The Supplier will keep accurate records of the time spent by the Supplier Staff against each project/workstream in providing the Services and will provide records to the Buyer each month to support invoice approvals or ad hoc for inspection on request.

Reporting & Communications

The Buyer and Supplier shall meet as per the table below to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the of the Supplier and the Buyer. Any Commercial discussions shall include the DEFRA Commercial Lead.

Governance / Meeting / Report Type	Frequency	Buyer Attendees	Supplier Attendees
3-month rolling cost forecast review	End of 3 rd week of each month	<ul style="list-style-type: none">• Supplier Manager	<ul style="list-style-type: none">• Engagement Manager
Fortnightly check points	Weekly until SOW is completed	<ul style="list-style-type: none">• Programme Delivery Manager• Procurement Team• Sr Service Manager• Supplier Manager	<ul style="list-style-type: none">• Delivery Partner• Transition Manager• Test Lead• Client Partner
SOW Sign-off Review	Final Meeting for SOW sign-off	Same as above	Same as above

The content of the meeting will include, but not be limited to the below:

- Progress against each objective, highlighting any missed deliverables.
- Any performance issues which need to be addressed.
- Review of the exit plan & handover arrangements to ensure they remain fit for purpose.

Prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas. The Buyer shall outline any significant changes which may affect the achievement of deliverables.

Variations

As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within five calendar days.

General

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services/Outcomes that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Contract unless otherwise agreed by the Parties.

Any plan to replace or demobilise team members requires notice of at least 15 working days from the Supplier and any replacement to be agreed with Buyer in advance.

In addition, two or more changes within a team in the window of 4 (four) weeks requires a minimum notice period of 15 working days from the Supplier to the Buyer.

Supplier personnel providing the services: (i) may be substituted by the Supplier with staff of equivalent skills and expertise providing reasonable notice of minimum 15 working days to the Buyer where practicable; and (ii) remain under the management and control of the Supplier at all times.

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Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

The Parties recognise that the requirements may be varied or subject to further elaboration as part of the agile process and the indicative resource profile may flex where necessary to accommodate changes to the Buyers requirements.

The Supplier shall work in collaboration with the Buyer and other third parties associated with the programme.

Termination

The Buyer reserves the right to terminate the SOW at any time, giving a notice period of ten working days in which all development work will cease.

The notice period should be given in writing (email). The receiving party must acknowledge receipt of request within 24 hours.

If the Buyer chooses to cancel resources from this SOW, then a notice period of 10 working days shall apply. Once the 10 working days notice period has expired there will be no further charges applicable for these resources to the Buyer.

Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

Call-Off Ref:

Agreement of Statement of Works

By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein.

Enter SOW Ref Here	Buyer Scope Approval	Buyer Budget Approval	Supplier Commercial Representative	Buyer Commercial Representative
Full Name				
Job Title				
Signature				
Approval Date				

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:	
For and on behalf of the Supplier	Name and title Date Signature
For and on behalf of the Buyer	Name and title Date Signature

-
- i Supplier Manager to Complete
 - ii Supplier Manager to Complete
 - iii Supplier Manager to Complete
 - iv Supplier Manager to Complete
 - v Defra Requestor to Complete
 - vi Defra Requestor to Complete
 - vii Supplier to Complete
 - viii Supplier to Complete
 - ix Supplier to Complete
 - x Supplier to Complete
 - xi Defra Requestor to Complete
 - xii Defra Requestor to Complete
 - xiii Defra Requestor to Complete
 - xiv Defra Requestor to Complete