

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



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

DIT - Data Specialist Capability

Version 2

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

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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 Title: **DIT - Data Specialist Capability**

Call-Off Contract Description: Providing data specialists with experience to deliver and enhance the department's data and digital services, through a range of short and long-term projects in accordance with GDS standards.

The Buyer: Department for International Trade (DIT)

Buyer Address: Old Admiralty Building, Westminster, London SW1A 2BL

The Supplier: PA Consulting Ltd

Supplier Address: [REDACTED]

Registration Number: [REDACTED]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 09/11/2022.

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 1 – Digital Outcomes

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

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- 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - 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

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

Special Term 1:

The Buyer reserves the right to treat any Tender which is caveated by reference to the UK's relationship with the EU and or COVID-19 as non-compliant and, as with any procurement exercise, a bidder in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

Special Term 2:

All Services and Deliverables shall be solely for the Buyer's benefit and are not intended to be relied upon by any person or entity other than the Buyer.

The Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any other entity caused by their or any other entity's use of or reliance on the Services or Deliverables.

Special Term 3:

Except as provided within the Core Terms, the Buyer will not disclose the Services or Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 5 Deliverables to any entity other than the Buyer.

Special Term 4:

Nothing will prevent the Supplier from retaining copies of Confidential Information for professional record keeping purposes.

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Special Term 5:

'Wilful misconduct' is not defined in the Core Terms. The Parties acknowledge and agree wilful misconduct is an act or omission that involves a material breach of contract or other duty.

Special Term 6:

Any warranty period in relation to Deliverables will be agreed by the Parties in each Statement of Work.

Call-Off Start Date: 10th November 2022

Call-Off Expiry Date: 9th November 2024 (24 months from the start date.)

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 30 calendar days

Call-Off Contract Value: up to a maximum of £2,000,000 excluding VAT. The value of the optional extension period is £500,000 excluding VAT.

Call-Off Deliverables

DIT need to deliver both long- and short-term solutions , to meet emerging priorities for the department. At the same time, we need to ensure our existing services are maintained and enhanced to ensure they remain best-in-class. We have a range of services in discovery, alpha and beta phases of development.

The deliverables will be detailed within the subsequent Statements of Work (SOW)

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:

Sustainability

The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

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.

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Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges' (for the call off order form).

Call-Off Charges

Capped Time and Materials (CTM)

SFIA Staff Grade	Data Engineer	Data Architect
1 Follow		
2 Assist		
3 Apply		
4 Enable		
5 Ensure / Advise		
6 Initiate / Influence		
7 Set Strategy/Inspire		

*Rates submitted up to [redacted] per day for supplier.

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.

Reimbursable Expenses

To be agreed at SOW level.

Payment Method

BACS

Buyer's Invoice Address

[redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]
 [redacted]

All invoices must include:

- Purchase Order Reference number,
- Date
- Addresses (Buyer)
- Supplier name and contact details

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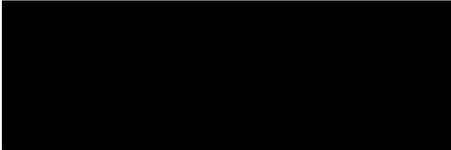
- Description of the charges

All invoices must include a valid purchase order number, provided that such purchase order number must be provided to the Supplier in advance of when invoices are to be issued.

Non-compliant invoices (i.e. without a PO number) will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone as above between 0830 and 1700 Monday to Friday.

Buyer's Authorised Representative



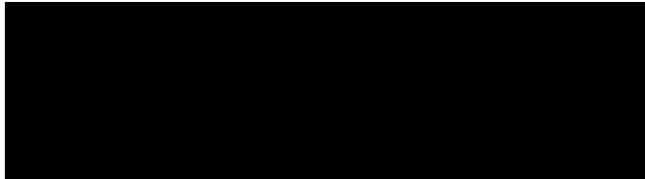
Buyer's Environmental Policy

BEIS: ENVIRONMENTAL POLICY dated September 2021, available online at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf

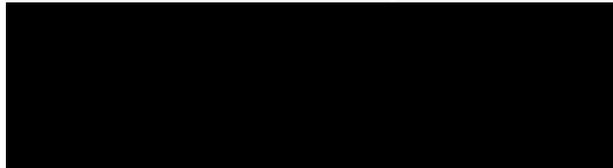
Buyer's Security Policy

HMG Security Policy Framework, Version 1.1 – May 2018 available online at: <https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative



Supplier's Contract Manager



Progress Report Frequency

N/A – daily and weekly stand-ups will be agreed as part of the agile delivery

Progress Meeting Frequency

N/A – daily and weekly stand-ups will be agreed as part of the agile delivery

Key Staff

N/A - any Key Staff shall be identified in each SOW

Key Subcontractor(s)

N/A

Commercially Sensitive Information

Supplier's Ratecard

Balanced Scorecard

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

Paragraphs 2.1.1 and 2.1.2 of Schedule 14 are amended as follows:

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 or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a ‘red’ status on any one of the **4** KPI targets listed on the Balanced Scorecard, on at least **2** occasions within a **Call-Off Contract duration or Statement of Work duration**, or within a period of 3 Months (whichever is the earlier)

Material KPIs

To be agreed at SOW level.

Additional Insurances

Not applicable

Guarantee

Not applicable

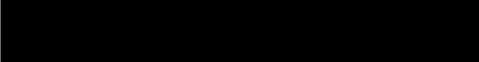
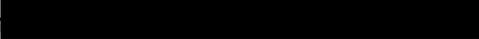
Social Value Commitment

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)

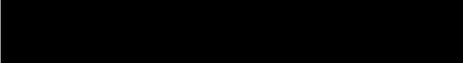
Statement of Works

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: 
Date: 10/11/2022

For and on behalf of the Buyer:

Signature: 
Name: 
Role: 
Date: 10/11/2022

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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 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: 08/11/2022

SOW Title: SPIRE Data Move

SOW Reference: 1

Call-Off Contract Reference:

Buyer: Department for International Trade

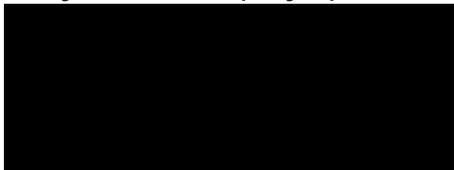
Supplier: PA Consulting Services Ltd

SOW Start Date: 10/11/2022

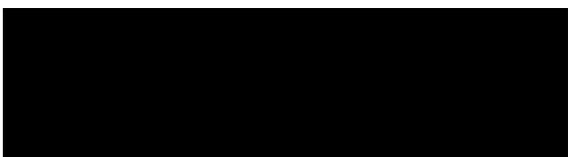
SOW End Date: 02/02/2023

Duration of SOW: 12 weeks

Key Personnel (Buyer):



Key Personnel (Supplier):



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Subcontractors: N/A

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

The Supplier will provide a team to complete the following specific deliverables, and the following project outcomes, to a level of detail commensurate with the total value of this SOW [REDACTED]. In the event that additional detail is required, this will be addressed via a contract variation.

Background:

SPIRE is an existing system managing export licenses. As it is being retired, we are moving to LITE. We need to retain access to the historic SPIRE data and the decision has been made to achieve it by moving it from SPIRE to our analytical platform – Data Workspace. Rather than copying the existing model it will be changed so that the historic data from SPIRE and the new data from LITE can be easily combined for Analytical Processes.

The solution should integrate with our DataFlow – an internally run instance of Apache AirFlow.

Overview of Requirement: As detailed SOW deliverables section.

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Deliverable Number	Deliverable	Acceptance Criteria	To be accepted by	Delivery date
1.	Target model design	A technical document (format: pptx / Word / Confluence / equivalent) detailing which information will be migrated out of SPIRE and in what format it will be stored. This should include integration with the existing partial model supporting LITE.	[REDACTED]	4 weeks from start date
2.	Data transfer	An Airflow pipeline deployed to Data Workspace which transfers the data from SPIRE to the agreed format (deliverable 1) in a repetitive and automated manner.	[REDACTED]	4 weeks (to be delivered in SOW timescales)
3.	LITE team support	A structured handover to the LITE team to ensure they can use the transfer data in the new model in their project. This can take form of a series of meetings, extended documentation on the area they are interested in, sample code or pre-recorded documentation.	[REDACTED]	2 weeks (to be delivered in SOW timescales)

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4.	Future options identification	A document proposing future SPIRE data use considering alternative ways the data can be accessed – API?, how the data from LITE can be integrated with the SPIRE dataset, if it would be appropriate to make any of the data open or what reporting can be created in Data Workspace to increase the value the data provides. Moving additional data from LITE to Data Workspace should also be considered. This should be an output of a user centric process.		2 weeks <i>(to be delivered in SOW timescales)</i>
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Assumptions:

1. The Target Model Design work will identify which tables of data need to be migrated, based on the pdfs provided, excluding the SPIRE Generic Components pdf (which we assume is not in scope)
2. Only data and tables need to be migrated. Stored procedures, views and other database objects are out of scope.
3. SPIRE is still in active use (i.e. source data is always changing)
4. Source data of SPIRE will not require significant, complex transformations to get to the target data model (i.e. limited transformation is required)
5. SPIRE source data is based on standard (enterprise) technologies e.g. Oracle DB, MS SQL Server etc. We're assuming no APIs or mainframe technologies are required. Source database is JDBC-accessible.
6. Network access, authentication and authorisation, firewalls, security and governance are the responsibility of the client, and must/will be arranged ahead of development activity commencing.
7. Infrastructure and environment has been set up already, e.g. for the set-up Airflow or compute clusters etc.
8. Data Workspace is Postgres (Aurora or RDS)
9. Cutover requirements are currently assumed to be negligible and have not been scoped. If downtime of SPIRE is required, or more careful management of the initial production migration is required, this must be discussed separately.
10. The SPIRE source database is in full recovery mode.
11. We assume Python and SQL is used to define transformations, load data and run the jobs and the environment/cluster is fully managed by the client.
12. Airflow is fully managed by the client, and supports running Python and SQL code out of the box
13. Test environment has smaller volume of data and is representative of production

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14. Volume of data is relatively small, such that Python and SQL can be used without needing special handling

Delivery Plan: As detailed in SOW background.

Dependencies: DIT to work with the supplier to ensure there are no issues.

Supplier Resource Plan:

As per key supplier staff

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).

SC clearance is required for this role

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:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

Material KPIs	Target	Measured by
People	Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations	Resources provided/required
Partnering behaviours	Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner	Attendance to buyer/supplier meetings Attendance to Community of Practice and agile teams' ceremonies
People in place (delivery)	All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.	Feedback from peers

Additional Requirements:

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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:

Name	Role	Day rate	Number of working days required	Total

SOW Reporting Requirements:

The Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1	Timesheets including names of individuals who have worked on the project, their day rates (per this SOW), and the dates they have worked.	Applicable to all deliverables in this SOW	Monthly
2	DIT might require ad-hoc reporting/presentations to various internal functions that might need input from this team (e.g. marketing, ministers, Director Generals).	Applicable to all deliverables in this SOW	Ad hoc
3	Be able to do Demos or show progress in thinking or planning at Fortnightly Portfolio Show and Tells.	Applicable to all deliverables in this SOW	Fortnightly

4 Charges

Call Off Contract Charges:

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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



Rate Cards Applicable:

Role	Day rate	working days required	Total

Reimbursable Expenses:

None

- 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.

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:

Date: 10/11/2022

Signature:

For and on behalf of the Buyer

Name:

Title:

Date: 13/12/2022

Signature:

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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:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>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:</p> <ul style="list-style-type: none"> • Scope of personal data is personal details: name, address, email, telephone number
Duration of the Processing	From contract execution to expiry.
Nature and purposes of the Processing	To provide services for DIT.
Type of Personal Data	name, address, email, telephone number
Categories of Data Subject	customers/ clients, members of the public
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	At the termination of the contract the supplier will no longer have access to this data