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Commercial
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Digital Outcomes and Specialists 5

(RM1043.7) Framework Schedule 6 (Order Form) Version 2 Crown Copyright 2020

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

Order Form

Call-Off Reference: WP1944

Call-Off Title: WP1944 - Digital Capability for Urgent DDaT Requirements

Call-Off Contract Description: UK Government needs access at short notice to resources that can design, build, and deliver digital services. We are looking at placing teams within two weeks to deliver digital outcomes.

The Buyer: Government Digital Service on behalf of Cabinet Office

Buyer Address: 1 Horse Guards Road, London, SW1A 2HQ

The Supplier: Opencast Software Europe Limited

Supplier Address: [REDACTED]

1. Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 17 January 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.

2. Call-Off Lot

Lot 1 - Digital Outcome

3. 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 5 (Corporate Social Responsibility)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
- 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)

- o Call-Off Schedule 7 (Key Supplier Staff)
- o Call-Off Schedule 9 (Security)
- o Call-Off Schedule 10 (Exit Management)
- o Call-Off Schedule 13 (Implementation Plan and Testing)
- o Call-Off Schedule 15 (Call-Off Contract Management) [**Optional**]
- o Call-Off Schedule 20 (Call-Off Specification)

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.

4. Call-Off Special Terms

Not used

Call-Off Start Date: Monday 17 January 2022

Call-Off Expiry Date: Tuesday 16 January 2024

Call-Off Initial Period: 24 months

Call-Off Optional Extension Period: 183 days

Minimum Notice Period for Extensions: 2 weeks

Call-Off Contract Value: Up-to £3,000,000 exc VAT

5. Call-Off Deliverables

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

6. 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 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 (<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>

7. Cyber Essentials Scheme - Not used

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.

8. 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 £1,500,000

9. Call-Off Charges

Time and Materials (T&M)

As per supplier's rate card;

[COMMERCIAL SENSITIVE]

10. Reimbursable Expenses

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

11. Payment Method

Services delivered under a Statement of Work will be for a particular central government body (Client Department) with requirements that are urgent. The supplier will issue an invoice directly to the Client Department specified in the Statement of Work, who will pay the Supplier

The Supplier will issue valid electronic invoices monthly in arrears. The Client Departments will pay the Supplier within thirty (30) days of receipt of a valid invoice.

Invoices should be sent by email to:

The nominated person at the Client Department as specified in the Statement of Works and

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

and also to

gds-technology-buyer@digital.cabinet-office.gov.uk

Bank Account Name: Opencast Software Europe Limited

Bank account provider: XXXX XXXX

Bank Account Number: XXXXXXXX

Bank Sort Code: XXX XXX XXX

12. Buyer's Authorised Representative

Dean Woolliscroft

Digital Commercial Lead - Expert Services

7. Key Subcontractor(s) / Partner

Not used

8. Commercially Sensitive Information

Not used

1. Balanced Scorecard

		KPI – FINANCIAL & RESOURCE PLANNING		
		Measurement		
Suppliers work with the Buyer through planned monthly resourcing meetings & produce a costed resource profile. Review of past SOWs to assess their accuracy. The forecast resource plans must be credible & capable of maintaining future delivery momentum.		Costs for current SOW are inaccurate or significantly delayed. Profiling does not align with government delivery plans & will require substantial reworking to make credible. Review of past SOWs show wildly inaccurate predictions, based on information available	Costing for current SOWs are broadly accurate and to schedule. Resource levels are incorrect but the plan is broadly credible with some minor adjustments. Review of past SOWs show broadly accurate predictions, based on information available	Costs for current SOWs are accurate and paid timely. Review of past SOWs show accurate prediction, based on information available. Contingence resource plans are credible.
Source	CO finance, review of SOWs by GDS/CCS			
Owner	Commercial with Delivery & Finance support.			

<p>Supplier promotes positive collaborative working relationships with GDS/CCS & across government. Act in a transparent manner in line with partnering behaviours.</p> <p>Supplier shows commitment to programme goals through adding value over & above the provision of compensated skilled personnel. Judged by Departmental reviews of the suppliers (1-5)</p>		KPI - PARTNERING BEHAVIOURS & ADDED VALUE		
		Measurement		
		Departmental review average less than 2	Departmental review average greater than 2 but less than 4	Departmental review average 4+
Source	Collective feedback on suppliers from both client & other supplier staff.			
Owner	Collective feedback on suppliers from departments.			

<p>Successful availability & placement of key resources to meet evolving requirements. The supplier pro-actively manages their resources by identifying skills issues early & in a timely fashion addressing any deficits, or referring this in a timely fashion to the buyer</p>	KPI - PEOPLE
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			Measurement		
			<95% of resources available to commence work in more than 2 weeks. Onboarding times may vary due to customer's security processes Supplier asked to substitute more than one resource in the month.	>95% of resources available to commence work in between 1 and 2 weeks. Onboarding times may vary due to customer's security processes. Supplier is asked to swap out one resource in the month	>95% of resources available to commence work in 1 week or less. Onboarding times may vary due to customer's security processes. Placed resources are not substituted at buyers request in the month.
Source	Department verification of recruitment & retention. Department to report date resources began, and any issues in suitability.				
Owner	Commercial with Delivery support.				
			KPI - DELIVERY		
			Measurement		

The team in which a supplier is a member has delivered all of the agreed objectives in a month. Those that aren't are shown to be due to inaccurate information/assumptions given by the host department.

Source	Project Manager (Departments) verification from retro's. Departments to report number of projects and % success.			
	Owner			
		Supplier has completed on average less than 95 % of deliverables on time (where deliverables are the sole responsibility of the supplier and not subject to constraints or dependencies from the Client Department or other Suppliers)	Supplier has completed on average above 95 % of deliverables on time (where deliverables are the sole responsibility of the supplier and not subject to constraints or dependencies from the Client Department or other Suppliers)	Supplier has completed on average above 98 % of deliverables on time (where deliverables are the sole responsibility of the supplier and not subject to constraints or dependencies from the Client Department or other Suppliers)

2. Material KPI's

See Call-Off Schedule 14

3. Additional Insurances

Not applicable

4. Guarantee

Not applicable

5. Social Value Commitment

Not applicable

6. Statement of Works

During the Call-Off Contract Period, the Buyer will work with the Supplier and **Client Department** to 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: Opencast Software Europe Limited

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer: CABINET OFFICE

Signature:

Name:

Role:

Date:

Appendix 1 - TBC

[**Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

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: 18 January 2022

SOW Title: Statement of Work 01

SOW Reference: WP1944-01

Call-Off Contract Reference: WP1944 - Digital Capability for Urgent DDaT Requirements

BUYER: CABINET OFFICE

SUPPLIER: Opencast Software Europe Limited

CLIENT DEPARTMENT: TBC

SOW Start Date: TBC

SOW End Date: TBC

Duration of SOW: TBC

Key Personnel (Buyer):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Key Personnel (Supplier):

Name	Role Details
██████████	Title: Corporate Development Director Email: ██████████ Phone: ██████████

Subcontractors/Partner:

Not used

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: The Deliverables will focus on delivery of urgent DDaT requirements for the Client Department in-line with published DOS requirement *WP1944 - Digital Capability for Urgent DDaT Requirements*;

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/15840>

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live] **TBC**

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery] **TBC**

3 Buyer Requirements – SOW Deliverables**Outcome Description:** **TBC**

Milestone Ref	Milestone Description Acceptance Criteria	Due Date
MS01		
MS02		

Delivery Plan: Not applicable**Dependencies:** Not applicable**Supplier Resource Plan:** Not applicable**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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

Acceptance:

The Buyer or Client Department (as applicable) will sign off on the delivery of services/deliverables provided by the Supplier on a monthly basis. The parties agree that such signoff shall denote final acceptance of the services performed.

TBC**Cyber Essentials Scheme: - TBC**

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:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

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)

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The parties agree that the Supplier may substitute or replace any resource(s) provided to deliver services under this SOW.

[Indicate: whether there is any requirement to issue a Status Determination Statement] **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), 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.	[insert]		

1.1 [insert] [insert] [insert]

4 Charges

Call Off Contract Charges:

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

- [Time and Materials]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £ **TBC**

Rate Cards Applicable:

[COMMERCIAL SENSITIVE]

Reimbursable Expenses:

As per CLIENT DEPARTMENT'S expense policy

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: Opencast Software Europe Limited

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer: CABINET OFFICE

Name:

Title:

Date:

Signature:

For and on behalf of the Client Department: TBC

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:

To be amended for each individual SoW in line with requirements of the CLIENT DEPARTMENT.

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">• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]
Duration of the Processing	For the duration of the Statement of Work and any subsequent extensions

Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement	Supplier to destroy all copies of CLIENT DEPARTMENT Data when they receive CLIENT DEPARTMENT's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the CLIENT DEPARTMENT that the data has been securely destroyed, except if the retention of CLIENT DEPARTMENT Data is required by Law

under Union or Member State law to preserve that type of data	
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