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

### Order Form

Call-Off Reference: C25479

Call-Off Title: Cloud Infrastructure Engineering and M365 Administration Support

Call-Off Contract Description: Defra Cloud Centre of Excellence – Cloud Infrastructure Engineering and M365 Administration Support

The Buyer: Department for Environment, Food & Rural Affairs (Defra)

Buyer Address: Seacole Building, 2 Marsham Street, London, SW1P 4DF

The Supplier: Eviden Technology Services Limited

Supplier Address: Midcity Place, 71 High Holborn, London, WCIV 6EA

Registration Number: 01245534

DUNS Number: 22-950-0657

SID4GOV ID:

**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd January 2025.

It’s issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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

#### 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) RM1043.8
3. Framework Special Terms

The following Schedules in equal order of precedence:

* Joint Schedules for RM1043.8
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data) RM1043.8
  + Joint Schedule 12 (Supply Chain Visibility)
* Call-Off Schedules for RM1043.8
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  + Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  + Call-Off Schedule 7 (Key Supplier Staff)
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 13 (Implementation Plan and Testing)
  + Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 16 (Benchmarking)
  + Call-Off Schedule 18 (Background Checks)
  + Call-Off Schedule 20 (Call-Off Specification)
  + Call-Off Schedule 26 (Cyber Essentials Scheme)

1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.8
3. 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

None

Call-Off Start Date: 2nd January 2025

Call-Off Expiry Date: 2nd June 2026 17 months initial term

Call-Off Initial Period: 1 Year, 5 Months [17 months]

Call-Off Optional Extension Period: 8 Months

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £18,324,467

#### Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

#### Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

#### 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).

#### Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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

#### Call-Off Charges

1. Capped Time and Materials (CTM), Gain share mechanism to be trialled after 6 months from start of contract
2. Fixed Price
3. A combination of two or more of the above Charging methods.

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

#### Reimbursable Expenses

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

#### Payment Method

The Supplier will issue electronic invoices monthly in arrears, invoices must contain a valid PO number. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

#### Buyer’s Invoice Address

#### Buyer’s Authorised Representative

#### Buyer’s Environmental Policy



#### Buyer’s Security Policy

Appended at Call-Off Schedule 9 (Security)



#### Supplier’s Authorised Representative

#### Supplier’s Contract Manager

#### Progress Report Frequency

Progress Reporting shall commence after completion of the transformation phase, as agreed by the Parties via the initial SoW.

On the first Working Day of each calendar month

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| **Performance metrics** | Evidence of meeting SLAs and KPIs . | SLA and KPI performance report for discussion at monthly performance meetings | Monthly |
| **Call-Off Contract Charges** | Total amount invoiced across all SoWs issued, to include rolling monthly forecast for expected spend against each SoW. Broken-down by level of resources and corresponding rates and details of any discount applied | Financial reports | Monthly |
| **Technical** | Identify technical innovation areas/deliverables and report on progress against these. Including continuous improvement initiatives. Provide details of cash and non-cash savings achieved. | Delivery plan and discussion at monthly performance meetings | Monthly |
| **Resource plans** | Rolling 12 month resource plan. To include named resources, details of any planned resource changes, information on employment status (including IR35 status), planned flexing of resource, rotation of staff and planned leave. | Resource plan and discussion at monthly meetings. | Monthly |

#### Progress Meeting Frequency

First working day the month or as otherwise agreed by the Parties

#### Key Staff

#### Key Subcontractor(s)

None

#### Commercially Sensitive Information

As specified in Joint Schedule 4 Commercially Sensitive Information

#### Material KPIs

Not applicable

#### Service Credits

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

#### Additional Insurances

Not applicable

#### Guarantee

Not applicable

#### Social Value Commitment Stage 2:

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)

Fighting Climate Change - Effective stewardship of the environment

1. Measuring/reporting/reducing emissions including Scope 3
2. Investing in environmental skills/education to embed sustainability principles within service design and delivery
3. Improving biodiversity and community green spaces
4. Co-designing a cloud sustainability challenge for university students

The above commitments will be measured via the Supplier’s social value measurement tool using the following metric(s):

* Annual reduction in greenhouse gas emissions and in waste to landfill arising from the performance of the contract (reported quarterly and annually over contract term).
* 100% completion of mandatory training.
* 1 IEMA certification completed within the contract term.
* No. of people-hours spent protecting the environment.
* No. of green spaces created over the contract term.
* No. people-hours spent protecting the environment.

Equal Opportunity - Tackle workforce inequality

1. Tackling inequality in EMPLOYMENT by aligning gender equality to resourcing
2. Tackling inequality in SKILLS by providing opportunities to upskill/reskill and offering support and coaching
3. Tackling inequality in PAY by monitoring and mitigating pay gaps, supporting data accuracy to identify inequalities

The above commitments will be measured via the Supplier’s social value measurement tool using the following metric(s):

* Total % of FTE people from groups underrepresented (women) in the workforce employed on the contract.
* No. people-hours of learning interventions delivered under the contract.
* No. of people from groups under-represented in the workforce on apprenticeship schemes.
* Target 70%+ disability and ethnicity declaration across the contract term.

Tackling economic equality - Create new businesses, new jobs and new skills

1. Upskilling our joint delivery teams
2. 2. Supporting sector-related skills growth via volunteering in the community
3. Recruiting a Level 3 Business Administration Apprentice in the Business Office

The above commitments will be measured via the Supplier’s social value measurement tool using the following metric(s):

* No. of people hours of learning interventions.
* No. of weeks of work experience delivered.
* No. of apprenticeship opportunities created/retained.

#### Implementation Plan

The Supplier shall deliver the Services following the implementation of an initial transformation phase. Details of the transformation phase shall be agreed by the Parties via the initial SoW (and subsequent SoWs as the case may be). Accordingly the Parties agree that the transformation phase as detailed in the relevant SoWs shall supersede the Implementation Plan and Testing related provisions of Call Off Schedule 13 (Implementation Plan and Testing).

#### 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:**

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

:

### Appendix 1

[**Insert** 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 Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

[**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:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

1. **Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background**: [**Insert** details of which elements of the Deliverables this SOW will address]

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

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

1. **Buyer Requirements – SOW Deliverables**

**Outcome Description:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due Date** |
| MS01 |  |  |  |
| MS02 |  |  |  |

**Delivery Plan:**

**Dependencies:**

**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).

[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:

[**Insert if necessary]**

**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]

**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** | **Worker Engagement Route (incl. inside/outside IR35)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[**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 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] |

**]**

1. **Charges**

**Call Off Contract Charges:**

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

* [Capped Time and Materials]
* [Incremental Fixed Price]
* [Time and Materials]
* [Fixed Price]
* [2 or more of the above charging methods]

[**Buyer** to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[**Insert** **detail**].

**Rate Cards Applicable:**

[**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]

1. **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:

Signature:

**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:   * [**Insert** the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]   **The Supplier is Controller and the Relevant Authority is Processor**  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:   * [**Insert** the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * [**Insert** the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]   **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:   * Business contact details of Supplier Personnel for which the Supplier is the Controller, * Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller, * [**Insert** the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]   [**Guidance** where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] |
| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
| Nature and purposes of the Processing | [Be as specific as possible, but make sure that you cover all intended purposes.  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.  The purpose might include: employment processing, statutory obligation, recruitment assessment etc.] |
| 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 under Union or Member State law to preserve that type of data | [Describe how long the data will be retained for, how it be returned or destroyed] |