

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

### Order Form

Call-Off Reference	C43805
Call-Off Title	Digital Social Care Records Buyer Guidance Decision Tree
Call-Off Contract Description	A buyer's guidance tool to support the social care sector to identify, purchase and implement digital social care record solutions that meet their needs and comply with the relevant standards around data, interoperability and cyber security.
The Buyer	Department of Health and Social Care
Buyer Address	39 Victoria Street, London SW1H 0EU
The Supplier	Marvell Consulting LTD
Supplier Address	30 Great Guildford Street, London
Registration Number	06223331
DUNS Number	84-691-6724
SID4GOV ID	Not known

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **17/08/2021**

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**

<https://www.digitalmarketplace.service.gov.uk/buyers/frameworks/digital-outcomes-and-specialists-5/requirements/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 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 14 (Service Levels and Balanced Scorecard)
  - 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.

**Call-Off Special Terms**

N/A

Call-Off Start Date	13/09/2021			
Call-Off Expiry Date	08/11/2021			
Call-Off Initial Period	8 Weeks			
Call-Off Optional Extension Period	2 weeks			
Minimum Notice Period for Extensions	5 days			
Call-Off Contract Value	The total value of this contract is [REDACTED] VAT. This value includes the optional extension period.			
	Roles	Daily rate	Total days	Total
	User Researcher	[REDACTED]	[REDACTED]	[REDACTED]

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	Interaction Designer	■	■	■	
	Developer	■	■	■	
	Content Designer	■	■	■	
	Delivery Manager	■	■	■	
				Total	■
 <p>Pricing Schedule - Marvell Consulting Lir</p>					
<b>Call-Off Deliverables</b>	The deliverables for this contract are contained in <u>the Call-Off Schedule 20 (Call-Off Specification).</u>				

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<b>Buyer's Standards</b>	<p>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).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:</p> <p><b>N/A</b></p>
<b>Cyber Essentials Scheme</b>	The Buyer requires the Supplier, to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.
<b>Maximum Liability</b>	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.
<b>Call-Off Charges</b>	<p>1 Capped Time and Materials (CTM)</p> <p>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.</p>
<b>Reimbursable Expenses</b>	[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] [None]
<b>Payment Method</b>	The payment method for this Call-Off Contract is BACS, on receipt of a valid invoice.
<b>Buyer's Invoice Address</b>	<p>[REDACTED]</p> <p>Department of Health and Social Care 39 Victoria Street, London SW1H 0EU</p>
<b>Buyer's Authorised Representative</b>	<p>[REDACTED] Procurement Manager Strategic Procurement Team Commercial Directorate Department of Health and Social Care 39 Victoria Street, London SW1H 0EU [REDACTED]</p>

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<b>Buyer's Environmental Policy</b>	<a href="#">Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk)</a>
<b>Buyer's Security Policy</b>	<a href="#">Government security - GOV.UK (www.gov.uk)</a>
<b>Supplier's Authorised Representative</b>	<div> <div></div> <div></div> <div></div> <div></div> </div> <p>30 Great Guildford Street, London, SE1 0HS</p>
<b>Supplier's Contract Manager</b>	<div> <div></div> <div></div> <div></div> <div></div> </div> <p>30 Great Guildford Street, London, SE1 0HS</p>
<b>Progress Report Frequency</b>	On the first Working Day of each week
<b>Progress Meeting Frequency</b>	Weekly progress meetings on the second or third working day of each week
<b>Key Staff</b>	This will be confirmed during the kickoff meeting
<b>Key Subcontractor(s)</b>	None
<b>Commercially Sensitive Information</b>	Not applicable
<b>Balanced Scorecard</b>	Not applicable

**Material KPIs**

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The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)		
Material KPIs	Target	Measured by
<p><u>Weekly Reporting</u></p> <p>The supplier will provide weekly management information at the end of each working week, which will include but not limited to:</p> <ol style="list-style-type: none"> <li>1) Status report on deliverables and progress</li> <li>2) Service delivery risks and any issues (including any complaints of staff poor performance and any actions taken).</li> <li>3) Consideration of any improvements or developments.</li> <li>4) Any changes to key personnel, processes, or delivery, etc.</li> </ol>	100%	<p>All reports are submitted in accordance with the timescales and contain accurate and complete information.</p> <p>The measurement period of a Service Level Failure shall be a recurrent period of one Month for the duration of the contract.</p>
<p><u>Post contract review</u></p> <p>Attend a post contract review with the Department to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects.</p>	100%	<p>Attendance of the contract review meeting and the final report reviewing the deliverables achieved.</p>
<p><u>Complaints Handling and Escalation</u></p> <p>All issues and/or complaints escalated to the Supplier to be acknowledged and an action plan agreed within 24 hours.</p>	100%	<p>The measurement period of a Service Level Failure shall be a recurrent period of one Month during the Contract Period.</p>

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<b>Additional Insurances</b>	Not applicable
<b>Guarantee</b>	Not applicable
<b>Social Value Commitment</b>	Not applicable
<b>Statement of Works</b>	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:**

[REDACTED]

Role: Chief Executive Officer

Date: 08/09/2021

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

Signature [REDACTED]

Name: [REDACTED]

Role: Category Manager - Testing

Date: 13/09/2021



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## 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 Annex 1 to the template 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.



NHSX Social Care  
Records Buyer Decisic

## 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	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>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,</li> <li>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</li> </ul>

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	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]
Duration of the Processing	The duration of the contract
Nature and purposes of the Processing	<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.
<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>	All data must be returned to the Authority