



**Digital Outcomes and Specialists 5 (RM1043.7)** 

Framework Schedule 6 (Order Form)

Version 2

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Order Form
Call-Off Reference: Digital Marketplace Integer Reference Number:
Call-Off Title: UK Export Finance - Digital, Data and User Centred Design Support.
Call-Off Contract Description: The buyer (UK Export Finance) are looking for digital, data and user-centred design support to augment their existing DDaT capability delivering an ambitious programme of work.
The Buyer: UK Export Finance (UKEF)
Buyer Address
The Supplier:
Supplier Address:
Registration Number:
DUNS Number:
SID4GOV ID:

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 07 February 2023.

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
  - Joint Schedules for RM1043.7
    - 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 8 (Guarantee)
    - 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)
  - o 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)
  - o 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 25 (Ethical Walls Agreement)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 4 CCS Core Terms (version 3.0.9)
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 6 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:

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.

Call-Off Start Date: 07 February 2023
Call-Off Start Date: 07 February 2025
Call-Off Initial Period: **24 months.** 

Call-Off Optional Extension Period: **6 months.**Minimum Notice Period for Extensions: **30 days.** 

Call-Off Contract Value: up to £2,000,000 excluding VAT. The value of the optional 6

months extension period is up to £500,000 excluding VAT.

#### **Call-Off Deliverables**

Option B: See full details in Call-Off Schedule 20.

#### **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 Government Buying Standards applicable to the Deliverables which can be found online at: <a href="https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs">https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs</a>

The Supplier shall meet UKEF's Environmental, Social and Human Rights Policy. Which can be found online at: <a href="https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy">https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy</a>

#### **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.

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% (£1,500,000) of the estimated yearly charges. The estimated year 1 charges used to calculate liability in the first Contract Year is £1,000,000.

#### **Call-Off Charges**

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 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.

#### Reimbursable Expenses

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

#### **Payment Method**

BACS/Invoice.

#### **Buyer's Invoice Address**

Invoices will be sent to

#### **Buyer's Authorised Representative**



#### **Buyer's Environmental Policy**

The Supplier shall meet UKEF's Environmental, Social and Human Rights Policy. Which can be found online at: <a href="https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy">https://www.gov.uk/government/publications/uk-export-finance-environmental-social-and-human-rights-policy</a>

#### **Buyer's Security Policy**

The Supplier shall meet UKEF's Security Policy. Which can be found online at: HMG Security Policy Framework, Version 1.1 – May 2018 available online at: <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>

#### **Supplier's Authorised Representative**



#### **Supplier's Contract Manager**





#### **Progress Report Frequency**

Once a month, at both parties nearest convenience.

#### **Progress Meeting Frequency**

Once a week in the implementation phase and can be moved to fortnightly or monthly thereafter based on what both parties agree.

#### **Key Staff**

Key staff will be listed in each SOW

Worker Engagement Route: Outside IR35

#### **Key Subcontractor(s)**

Not applicable.

#### **Commercially Sensitive Information**



#### **Service Levels**

• Delivery of people for SoWs in 10 working days.

#### **Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard) for full details.

#### **Material KPIs**

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
A. KPI: Performance to pay processes	Met	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.
B. KPI: People (Resourcing)	Met	Targets met for all resources or facilities.
C. KPI: Partnering Behaviour and Added Value	Met	No behavioural problems identified.  Buyer workshops attended

		and positive contributions made.
		Added value recognised by the programme above provision of compensated skilled resource/facilities
D. KPI: People in Place (Delivery)	Met	No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.
		No problems identified with quality of work or state of facility.
		Supplier is making positive team contributions.
		Supplier skills or facilities meet the standards expected.
E. Social Value	Met	Strong commitment to Social Value.
		Clear examples of multiple outcomes created and retained.
		Positive feedback from outcomes achieved.

#### **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:



## Annex 1 (Template Statement of Work) 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: 03.02.2023	
Call-Off Reference: Digital M 18180.	arketplace Integer Reference Number:
SOW Title: DTFS public beta support	
NOMENSA SOW Reference:	
UKEF SOW Reference	
Call-Off Contract Reference:	
Buyer: UK Export Finance	
Supplier: Nomensa	
SOW Start Date: 06/02/23	
SOW End Date: 31/03/23	
Duration of SOW: 8 weeks	
Key Personnel (Buyer):	
SRO	

Chief Digital Officer	
Delivery Manager	
Product Manager	

### **Key Personnel (Supplier):**

Account Director	
Operations Director	
Delivery Director	
Senior Business Analyst	
Senior User Researcher	
Service Designer	

#### 1 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: The Digital Trade Finance Service (DTFS) is in public beta, having successfully passed its beta service assessment in Sept 2022 and is known to users as the 'Get a guarantee for export finance' service.

It allows delegated banks to share the risk of export finance with the UK Government (up to 80%).

In 2017 the service was launched and through bank delegation supported:

- Bond Support Scheme (BSS)
- Export Working Capital Scheme (EWCS)

In 2021 a new short term business product; General Export Facility (GEF) was launched.

The service allows banks to apply for finance all 3 products on behalf of exporters. The entire service comprises of:

- the front-end the Digital Trade Finance Service (DTFS) portal which allows
  delegated banks to apply for finance on behalf of their customers (exporters), submit
  the application and manage facilities against the deal if the application is approved by
  UKEF.
- the back-end Trade Finance Manager (TFM) an internal service for UKEF staff to manage the processing of new deals, facilities, and amendments to deals that have already been processed (for both delegated banks - that UKEF can automatically approve deals for - and non-delegated banks - that UKEF have to underwrite all deals for).

Delivery phase(s): Public beta

Overview of Requirement: support of the DTFS service in public beta phase

This SoW continues work currently being carried out by the Civil Servant multi-disciplinary team. It will involve research, design and analysis skills in the creation, testing and implementation of (but not limited to) the following:

#### User Research

- Mentoring and coaching the in-house User Researcher in conducting research on digital services, beginning with the prioritised areas on the DTFS roadmap
- Providing leadership to the in-house User Researcher in rounds of research and testing, establishing best practice
- Building on existing ways of working between research and design professions to create a regular feedback loop, allowing research to inform the prototype and design work, specifically on the new amendments journey for banks in the portal

#### Design

- Prototyping of a new amendments journey for bank users in the portal
- Iterating the service design, interaction and content of prototypes based on evidence from usability testing and other data sources used

#### **Business Analysis**

Analysis of existing as-is amendment process, capturing the key constraints and requirements of the systems involved

- Create user stories that meet the needs of the development team
- Create and maintain consistent documentation of information used, analysed and decisions made for future changes.

#### 2 Buyer Requirements – SOW Deliverables

Soft Deliverables and Working Practices

- Work as part of a multi-disciplinary team, using agile principles and methodologies, where applicable
- Full participation in the agile processes of the team in which they are placed, where applicable, including attendance at team stand-ups, planning sessions and other agile ceremonies
- Maintain and encourage high standards of practice. Apply agile principles and methodologies in a way that aligns with the values and goals of the project and the wider programme. Supplier staff will be expected to work to the core values and standards as set out within the <a href="Civil Service conduct and quidance">Civil Service conduct and quidance</a>
- Keep a user focused mindset and consider the impact of their work on the user's experience and the wider programme
- Support the activities of the Buyer's architecture team and wider programme to prepare for any assurance processes and programme reviews
- Contribute towards the creation and maintenance of a user story backlog.

#### 3.4 Standards and Governance

- Resources shall have SC clearance (as amended from time to time) which must be dated within six months of the start date.
- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible.
- The Services shall be delivered as per the GOV.UK Service Manual (e.g. agile delivery) or other methodologies as required.
- Acceptance all work to be completed to meet the "Definition of Done" with regular and accurate updates to all work tasks.
- Deliverables are to be accepted in line with the criteria set out in this SoW.

#### 3.5 Location of Services/Working Arrangements

Primary: Home working, with roughly 1 working day a week in office

Working arrangements: The Supplier Staff will work remotely. When suitable and safe to do so, Supplier Staff will also work from the Primary location.

Core working hours will be 09:30-17:30 (with flexibility depending on requirements and unless otherwise agreed with the Buyer).

#### **Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
UR01	Upskilling training of User Researchers carried out and documented including regular 1-2-1s with User Researcher	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
UR02	Training provided and documentation, embedding User Research within UKEF's ways of working	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
SD01	Full design of amendments journey in the portal with appropriate annotations for the wider service team	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
SD02	Designs for any changes necessary in Trade Finance Manager as part of the full amendments journey with appropriate annotations for the wider service team	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
SD03	All designs meet users' needs, the Service Standard and WCAG 2.1 AA standard	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
SD04	Design decisions documented in an accessible way for the wider team	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023

	solutions		
BA02	Analysis of existing amendment journey to understand requirements	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023
BA03	Write user stories for the amendments journey	Reviewed and accepted by Lead Product Manager and Lead Service Designer	31.03.2023

DIT will work with the Supplier to agree any further KPIs that may be required as well as the process that will be used for each SOW.

#### **Delivery Plan:**

Nomensa are not providing a Delivery Manager for this SoW so will not autonomously own the project delivery plan, but will collaborate with the client's DM to support their defined plan and ensure Nomensa's deliverables and outcomes as outlined in this SOW are achieved.

#### **Assumptions**

- Nomensa will be granted access to all relevant information required to deliver the project.
- Nomensa will be granted access to all required systems to deliver the project.
- Nomensa will be able to meet with all required stakeholders to gather project requirements.
- Nomensa staff will be supplied with building passes at the earliest opportunity that will mean they will not require escorting around the building.
- Nomensa will be provided with access to tools and applications related to the running and delivery of the project (eg. JIRA, etc)
- Costs are based on capped time and materials and are excluding VAT
- The project will be delivered using an agile methodology based on transparent discussion around scope, budget and timelines
- UKEF will work with Nomensa to identify the exact breadth and depth of the final artefacts to fit the time allocated to the project
- Invoicing will be monthly in arrears

#### **Dependencies:**

- Nomensa is dependent on UKEF to provide relevant access to systems, staff and information required to deliver the project.
- Nomensa is dependent on UKEF providing staff with internet access when working on-site at
- Nomensa is will be dependent on the delivery performance of any third-party suppliers working as part of the service team
- Nomensa is will be dependent on the delivery performance of UKEF staff working as part of the service team

#### **Risks**

- The exact requirements and scope of work required as part of this SOW is undefined in terms of estimates of time. If the work to be delivered is not achievable in the timeframe (up to 31st March) additional budget will be required to keep resources in place to continue to deliver against these deliverables
- The flow of activity detailed in the SOW against each resource is unknown at the time of writing of this SOW. This will be defined through the resources working with the UKEF Project Manager

#### **Supplier Resource Plan:**

#### **Security Applicable to SOW:**

The Supplier confirms that as a minimum 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).

Where agreed between the Parties, the Supplier shall ensure that all Key Supplier Staff have Security Clearance (SC) (as amended from time to time) evidence of which must be provided prior to commencement of work by the Key Supplier Staff.

#### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

The Supplier ('Nomensa') will provide the Buyer ('UKEF') a copy of their Cyber Essentials Plus Certificate by Friday 31<sup>st</sup> March 2023. UKEF have confirmed to take the risk Nomensa not having Cyber Essentials, via email from Shane Lynch dated 31 January 2023.

#### **SOW Standards:**

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

https://www.gov.uk/government/collections/sustainable-procurement-the-government-

#### buying-standards-gbs

The Supplier shall ensure that they and their Supplier Staff ensure knowledge transfer to UKEF by participating in reviews, handover and knowledge transfer activities. This may include sign-off completion of knowledge transfer against identified subject areas to be agreed between the parties.

#### **Performance Management:**

Details of Material KPIs that have a material impact on Contract performance

Material KPIs	Target	Measured by
People (Resourcing)	As per balanced scorecard	As per balanced scorecard
People in Place (Delivery)	As per balanced scorecard	As per balanced scorecard

UKEF will work with the Supplier to agree any further KPIs that may be required as well as the process that will be used for each SOW.

Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard as agreed between the Parties.

#### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a Cyber Essentials Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

The Supplier ('Nomensa') will provide the Buyer ('UKEF') a copy of their Cyber Essentials Plus Certificate by Friday 31st March 2023. UKEF have confirmed to take the risk Nomensa not having Cyber Essentials, via email from Shane Lynch dated 31 January 2023.

#### **Additional Requirements:**

The Supplier will be responsible for providing a handover of work at the conclusion of each Statement of Work.

**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:



#### **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:

Reporting will be managed through daily stand-ups, sprint planning and other agile ceremonies. If any further reporting requirements are required they will be agreed between UKEF and Nomensa.

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	ТВА	ТВА	ТВА

#### 3 Charges

#### **Call Off Contract Charges:**

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

- Project will be invoiced monthly, on a Time and Materials basis. Each project will
  be invoiced individually with a separate PO and a breakdown of the time spent
  per resource, applicable unit charges and total charge for the invoice period, in
  sufficient detail to enable UKEF to validate the invoice and provide written
  approval for it to be issued
- [Capped Time and Materials]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £104,300.00 + vat

Rate Cards Applicable:



#### **Reimbursable Expenses:**

None

#### 4 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



#### **Annex 1: Processing Personal Data**

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:



- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller	The Relevant Authority is Controller and the Supplier is Processor
for each Category of Personal Data	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:
	There will be no storing of personal or live data.
	The supplier will use virtual desktops to access UKEF data and systems that will contain live and or personal data.



