Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: CR 4576

CALL-OFF TITLE: Project 4203 - Microsoft Power Platform Technical Architecture

CALL-OFF CONTRACT DESCRIPTION: Technical architecture services for Trade Remedies

Service on Microsoft Power Platform.

THE BUYER: Trade Remedies Authority (TRA)

BUYER ADDRESS: 38 Craven St, London WC2N 5NG

THE SUPPLIER: Kainos Software Limited

SUPPLIER ADDRESS: 21 Farringdon Road, 2nd Floor, London, England, EC1M 3HA

REGISTRATION NUMBER: 09579188

DUNS: N/A

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 04/09/2024

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will be governed solely by the details outlined in the order form, with no Statement of Work used.

CALL-OFF LOT(S):

Digital Specialists and Programmes Lot 2: Digital Specialists

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. Joint Schedule 1 (Definitions) RM6263
- 2. The following Schedules in equal order of precedence:

Joint Schedules for RM6263

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- o Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - o 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-off Schedule 9 (Security, Part A)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)

3. CCS Core Terms (version 3.0.11)

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 bythe 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

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CALL-OFF START DATE: 5th September 2024

CALL-OFF EXPIRY DATE: 31st March 2025

CALL-OFF INITIAL PERIOD: 31st March 2025 (7 months)

CALL-OFF OPTIONAL EXTENSION PERIOD: N/A

MINIMUM NOTICE PERIOD FOR EXTENSION(S): N/A

CALL-OFF CONTRACT VALUE: £20,000.00

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

Name of Deliverable: Technical Architecture Advisory Services

Quantity: As required within 21 days of effort

Delivery Date: As required during the contracting period

Location: Remote delivery with occasional on-site meetings at TRA Offices

Details: Provide independent assurance on the design and architecture of the TRA's new Trade Remedies Service (Future TRS) that has been provisioned to be built using the TRA's existing Microsoft stack within its Microsoft 365 and Microsoft Azure tenancy. The Technical Architect will assess and validate architecture proposals and technical decisions related to the design of the proposed solution which will include, but not be limited to, Power Apps, Power Automate, Power BI, Dataverse, Azure B2C, Azure Front Door, to name a few, ensuring best practices, scalability, and reliability. Assurance will include providing a view on addressing existing deficiencies, enhancing system robustness, and recommending potential improvements based on ongoing operational feedback, with reference to GOV.UK's The Technology Code of Practice (TCoP).

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 set out in FrameworkSchedule 1 (Specification).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £21,000.00 Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

For Time and Materials, the following rate applies:

Solution Architect (SFIA 6): £951 per day

All charges will be calculated based on the actual time and materials required, as detailed in the order form.

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

Payments will be scheduled in arrears for each Month (T&M). Acceptance criteria can be discussed during progress meetings.

BUYER'S INVOICE ADDRESS:

TRA

Premier

House

60

Caversham

Road

Reading

RG17EB

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

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BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Environmental Policy

BUYER'S SECURITY POLICY

https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policyframework

SUPPLIER'S AUTHORISED REPRESENTATIVE





Monthly on the first Working Day of each Month.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each Month.

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

DPS Levels

1. Clearance: BPSS

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COMMERCIALLY SENSITIVE INFORMATION

Not applicable

MATERIAL KPIs

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|-----------|-----------------------------------|-----------|
| Signature: | | Signature: | |
| Name: | | Name: | |
| Role: | | ^{to} R ^r ole: | |
| Date: | 10/9/2024 | Date: | 12/9/2024 |

[Buyer guidance: execution by seal / deed where required by the Buyer].

Appendix 1

Annex 1 (Template Statement of Work) - Not used

| 1. STATEMENT OF WORK | ("SOW") DETAILS |
|--|--|
| Upon execution, this SOW | forms part of the Call-Off Contract (reference below). |
| are to be treated as indivi | SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements idual requirements in their own right and the Parties should execute a separate SOW in atively 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 notapply 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: | |
| | |

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| Milestone Ref | Mile | stone Description | Accept | ance Criteria | Due |
|-----------------------------------|---|--|--------|---------------|-----|
| Outcome Description | | | | | |
| 3. BUYER REQUIREN | ΛΕΝΤS – | - SOW DELIVERABLES | | | |
| | | | | | |
| Nullibow reall. | | | | | |
| | Rainbow Team:□ | | | | |
| | Sole Responsibility:□ Self Directed Team:□ | | | | |
| Models | Please tick the Accountability Model(s) that shall be used under this Statement of Work: | | | | |
| Accountability | | | | | |
| Overview of Requirement | [Insert details including Release Types(s), for example, Adhoc, Inception, Calibrationor Delivery]. | | | | |
| Delivery phase(s) | [<mark>Insert</mark> | [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta orLive]. | | | |
| SOW Deliverables Background | [<mark>Insert</mark> | [Insert details of which elements of the Deliverables this SOW will address]. | | | |
| 2. CALL-OFF CONTRA | ACT SPE | CIFICATION - PROGRAMME C | ONTEXT | | |
| | | | | | |
| (Supplier) Subcontractors | | | | | |
| Key Personnel | | | | | |
| Key Personnel (Buyer) | | | | | |
| Duration of SOW: | | | | | |
| SOW End Date: | | | | | |
| SOW Start Date: | | | | | |
| Supplier: | | | | | |
| Buyer: | | | | | |
| Call-Off Contract Reference: | | | | | |
| | | | | | |

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7 date

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| MS0 | Material KPIs | Target | Measured by | |
|--------------|---|----------------------------------|--------------------------------|-------------------|
| 1 | | | | - |
| MSO | Key Role | Key Staff | Contract Details | |
| 2 | | | | |
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| S | The Supplier confirms that all S | Supplier Staff working on Buy | er Sites and on Buyer Systems | and Deliverables, |
| e | have completed Supplier Staff Annex 1 (Baseline Security Rec | Vetting in accordance withPa | ragraph 6 (Security of Supplie | |
| c u | Annex 1 (Baseline Security Nec | juirements) of Call-Off Schedu | ne 9 (Security). | |
| r i | [If different security requirements | | | under this SOW, |
| t | these shall be detailed below a | ind apply only to this 50 w: [II | isert ij necessaryj j | |
| y A | | | | |
| p | | | | |
| p I | | | | |
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| c a | | | | |
| b | | | | |

| l e t o S O W : Cyb er Esse ntial | The Buyer requires the Supplier to have and maintain a Cyber Essentials PlusCertificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). |
|--|---|
| Sch eme SOW Stand | [Insert any specific Standards applicable to this SOW (check Annex 3 of FrameworkSchedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] |
| erformanceManagement | [Insert details of Material KPIs that have a material impact on Contract performance] [Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels andBalanced Scorecard)] |
| Additional Requir | 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 Annex1 attached to this Statement of Work. |

| e m e n t | |
|---------------------------------|---|
| s | |
| K e y S u p p l i e r S t a f f | [Indicate: whether there is any requirement to issue a Status DeterminationStatement] |

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| Worker Engagement Status | [<mark>Yes / N</mark> | <mark>lo</mark>] [<mark>Insert</mark> details] | | |
|----------------------------------|--|--|-----------|----------|
| [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. 1.1 | [insert] | [insert] | [insert] |
| | 1 | [[max.n] | į į į į į | [mean] |

| 4. CHARGES | |
|---------------------------------|---|
| Call Off Contract Charges | The applicable charging method(s) for this SOW is: |
| 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.] |
| Financial Model | [Supplier to insert its financial model applicable to this SOW] |
| Reimbursable Expenses | [See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and ExpensesPolicy)] [Reimbursable Expenses are capped at [£[Insert] [OR [Insert]] percent ([X]%) of theCharges payable under this Statement of Work.] [None] [Buyer to delete as appropriate for this SOW] |

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 and title Date Signature | |
| For and on behalf of the Buyer | Name and 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:

| Description | Details |
|------------------------|--|
| Identity of Controller | |
| for each Category of | The Relevant Authority is Controller and the Supplier is Processor |
| 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: [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] |
| | |

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| Duration of the Processing | [Clearly set out the duration of the Processing including dates] |
|--|--|
| Nature and purposesof the Processing | [Please 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 | [Describe how long the data will be retained for, how it be returned or destroyed] |
| UNLESS requirement under Union or Member State law to preserve that type of data | |

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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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