



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Multiplication Table Check (MTC) Support – STA 0255

Con_10956,
DOS – 14905
Version 2

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

Order Form

Call-Off Reference: Con_10956, DOS – 14905

Call-Off Title: Multiplication Tables Check (MTC) Support - STA 0255

Call-Off Contract Description

Summary of Work:

- Maintain and support the live running of the MTC service, including load testing assurance.
- Continuously improve the service in-between cycles
- To potentially explore opportunities to deliver service in house.
- Maintain and improve the MTC CICD build pipeline in Azure DevOps.
- Support and collaborate with other STA digital projects.

The Buyer:

Buyer Address	Department for Education Sanctuary Buildings Great Smith Street Westminster SW1P 3BT
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The Supplier:

Supplier Address	Olive Jar Digital Ltd 42 Bruton Place London, W1J 6PA
Registration Number	09668542

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **[Insert date of issue]**.

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:

This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

1. Joint Schedule 1 (Definitions) RM1043.7
2. Framework Special Terms
3. 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 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)
- 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)

CCS Core Terms (version 3.0.9)

Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 3rd September 2021

Call-Off Expiry Date: 2nd September 2022

Call-Off Initial Period: 12 months

Call-Off Optional Extension Period: 3 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £461,945 (T&M based)

Call-Off Deliverables

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/14905>

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 Certificate (*IASME-CE-011467*) 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 £461,945.

Call-Off Charges

- Time and Materials (T&M)

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

Travel – expectation to attend quarterly face to face meetings and any essential ad-hoc gatherings at Cheylesmore House, Coventry.

Payment Method

The method of payment for the Call-Off Contract Charges (GPC or BACS)	The payment method for this Call-Off Contract is BACS
Invoice (including Electronic Invoice) details	The supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Named individual from Buyer to review invoices and receipt goods: [REDACTED]</p> <p>Once the Buyer has confirmed back to the Supplier the receipt of goods, electronic invoices must be sent as PDFs by the Supplier to [REDACTED] [REDACTED] copying in [REDACTED] [REDACTED]</p> <p>The invoice must include the PO number with the prefix <i>STA-PO</i> to ensure prompt payment in accordance with terms.</p>
Invoice information required –eg PO, project ref, etc	<p>All invoices must include reference to the PO (to be added)</p> <ul style="list-style-type: none">• The correct sum in £ sterling• The correct terms of services/goods supplied• A unique invoice number• A valid purchase order number• Correct supplier details, date, and contact details
Invoice frequency	The supplier will send electronic invoices monthly in arrears.

Buyer's Authorised Representative

Name: [REDACTED]

Role: Deputy Director

Phone: [REDACTED]

Email: [REDACTED]

Address Standards and Testing
Agency, Cheylesmore House,
South Building, 5 Quinton
Road, Coventry CV1 2WT

Buyer's Security Policy



security-policies-broc
chure.pdf

Supplier's Authorised Representative

Name: [REDACTED]

Role: Director

Phone: [REDACTED]

Email: [REDACTED]

Address: Olive Jar Digital Ltd
42 Bruton Place,
London,
W1J 6PA

Supplier's Contract Manager

Name: [REDACTED]

Role: Director

Phone: [REDACTED]

Email: [REDACTED]

Progress Report Frequency

Reporting arrangements to remain as they currently are. To provide alongside monthly

invoice, team resource breakdown. Separate to this to provide monthly Balanced scorecard tracker for OliveJar with 5 measures as they stand and financial report.

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter]

Key Staff

[REDACTED]

Technical Architect

[REDACTED]

[REDACTED]

Senior Developer

[REDACTED]

[REDACTED]

Quality Assurance Tester

[REDACTED]

Worker engaged as contractors outside of IR35

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Names of permanent staff and subcontractors.

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract:

Material KPIs	Target	Measured by
Service level agreement	80% of PBIs completed with 10 days	Agile analytics and weekly sprint planning

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

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 Contract.

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.

Statement of Work

1 Statement of work

1.1 The Parties will execute a Statement of work (SAW) for each development release. A SAW will take form of DevOps tickets which include:

- Development request criteria
- Acceptance criteria
- Product backlog items (PBIs)
- Commentary and updates
- Sprint allocation
- Approval/sign-off status

Note: that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases/developments agreed and outlined in the initial delivery plan for the 2022 test cycle); and the Parties should execute a separate SOW in respect of each.

1.1.1 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

1.2 Key Staff

1.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

1.2.2 Table of Key Staff:

Name	Role Details	Period of service
	Technical Architect	Full time
	Senior Developer	Full time
	Automation Tester	Full time

1.3 Deliverables

1.3.1 At the planning meeting, the developers and testers will commit to an agreed set of stories that are ready to complete, with the product owners [REDACTED]. The product owners will provide the priority of the stories based on user testing, feedback, stakeholders etc. The product owners will ensure the stories are in the correct order, making sure the 'Must Have' stories are achieved first. The team will deliver these stories, thus making sure we deliver in priority order.

1.3.2 The work will be to firstly focus on the completion of critical PBIs and platform migration, primarily reversal of changes applied to MTC to accommodate for the 2021 trial being non-mandatory due to COVID-19 (by September 2021), and the migration to the Cloud Infrastructure Platform (CIP).

3.3.3 The acceptance criteria for all work is defined as sign off by the product owner and PBIs will primarily be drafted by OliveJar, with review/approval from STA.

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

The statement of work addresses all deliverables required to support, deliver and maintain the MTC service in the mandatory rollout in 2022, with collaboration by DDaT to perform the migration to CIP. **Delivery phase(s): Live**

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

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Migration to CIP		
MS02	Authority to operate		
MS03	System go live		

Delivery Plan:

As MTC is now in live delivery, a full delivery plan for the 2022 test cycle is not required. Existing and new features items will be prioritised in planning sessions, as outlined in the Statement of Work (SOW).

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).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate - IASME-CE-011467**

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:

Material KPIs	Target	Measured by
Service level agreement	80% of PBIs completed with 10 days	Agile analytics and weekly sprint planning

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
[REDACTED]	Technical Architect		Contractor outside IR35
[REDACTED]	Senior Developer		Contractor outside IR35
[REDACTED]	Quality Assurance Tester		Contractor outside IR35
[REDACTED]	Finance Manager		Employee of OliveJar Digital

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
1.1	Performance analytics	Multiplication Tables Check (Azure)	Ongoing monitoring, most prevalent in live delivery (daily April-July)
1.2	Bugs and failure queue	Multiplication Tables Check	Ongoing monitoring, most prevalent in live delivery (daily April-July)

4 Charges

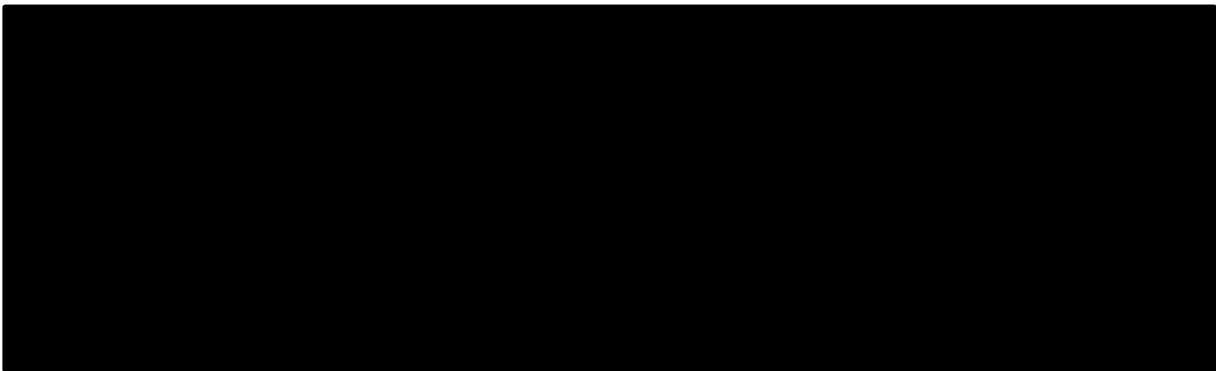
Call Off Contract Charges:

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 est. £500k – value of statement of work is included within the contract price. Due to being time and materials, the price can fluctuate.

Rate Cards Applicable:

**PRICING NOTES**

Please note that the following are excluded from our costings:

- Expenses and travel
- Additional testing (penetration testing and accessibility audits)

Reimbursable Expenses:

Travel – expectation to attend quarterly face to face meetings and any essential ad-hoc gatherings at Cheylesmore House, Coventry or Sanctuary Buildings, London.

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:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

Annex 1

Data Processing

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"> • All sensitive pupil data managed by STA, this data is masked to the supplier • Organisation data imported by STA internal staff • MTC question forms uploaded and managed by internal STA staff • Question outcomes generated by MTC system / supplier processed • DfE Sign-in token processed by supplier <p>Email address</p> <p>Username</p> <p>Occupation</p>
Duration of the Processing	<p><i>March</i></p> <ul style="list-style-type: none"> • Organisation data upload • Pupil census data (650k+) upload <p><i>May</i></p> <ul style="list-style-type: none"> • Live question forms uploaded <p><i>June – July</i></p> <ul style="list-style-type: none"> • Live check window and pupil results collated and released
Nature and purposes of the Processing	<ul style="list-style-type: none"> • Organisation data (GIAS) <ul style="list-style-type: none"> ○ Non sensitive publicly available data, this is required to form the basis for the MTC user access allocation, in conjunction with DfE Sign-in. The organisation data URN will dictate where the incoming user/token is allocated based on a match between token and database. • DfE Sign-in access token <ul style="list-style-type: none"> ○ The user token generated by sign-in is used to gain access to MTC, it contains <ul style="list-style-type: none"> ▪ The users name ▪ Email address

	<ul style="list-style-type: none"> ▪ Occupation ▪ URN ○ These details are stored in the database and used to inform page data on the administration application, for the respective organisation only ● Pupil census data <ul style="list-style-type: none"> ○ Provided internally by DfE/STA, this data is used to populate the Pupil Registration module of MTC. Registration data is referenced when the admin user allocates access arrangements or generates pin slips for the pupils to take the check. The data consists of <ul style="list-style-type: none"> ▪ First name ▪ Middle Name ▪ Surname ▪ DOB ▪ UPN ▪ Gender ○ The UPN number is assigned to the pupil throughout the curriculum and is used post-check to match against pupil records in the respective schools MIS and in the performance tables. ● Check question forms <ul style="list-style-type: none"> ○ Forms developed and provided by DfE/STA psychometrics team. Generally, 9 forms are provided, each containing 25 multiplication questions up to 12 times tables. These forms provide the key data for the MTC checks and are assigned out of sequence to pupils. Answers to the check questions are calculated by the system, as they are basic numerical calculations without a variable answer. ● PS report <ul style="list-style-type: none"> ○ During the administration of the live check, interaction data is collected by the browser and stored in local storage, this data includes any inputs that the user makes on the check-live webpage. This will record information such as key strokes, mouse clicks, button presses and page resolution. This information is returned via the payload and processed into a separate database for internal analysis.
Type of Personal Data	<ul style="list-style-type: none"> ● School name ● School URN ● School DfE ● School LA Number

	<ul style="list-style-type: none"> • Pupil name • Pupil DOB • Pupil Gender • Pupil UPN • Pupil alias (optional) • Pupil specific access arrangement requirements • Teacher username • Teacher user email address
Categories of Data Subject	<ul style="list-style-type: none"> • STA service manager • Internal STA Helpdesk • External helpdesk (Capita) • Teachers • Headteachers • Pupils at year 4 • Technical architect (pupil details masked) • Lead developer (pupil details masked) • QA tester (pupil details masked)
<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>	<ul style="list-style-type: none"> • 2-year retention policy for pupil and results data

Appendix 2 – DOS5 - Joint Schedules (embedded document)

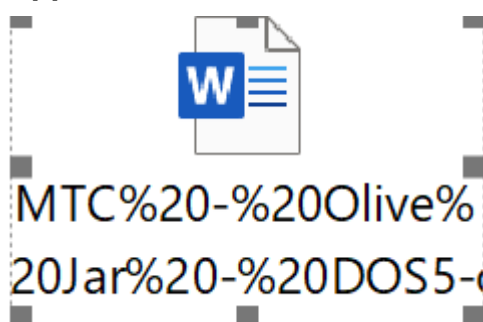


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