

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



Crown
Commercial
Service



Department for
International Trade

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

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Order Form

Call-Off Reference: **Project_1990 – Digital Marketplace Integer Reference Number: 18248**

Call-Off Title: **Department for International Trade – Data Science Innovation Lab**

Call-Off Contract Description: **A Data Science team is required to work on complex data science problems to deliver solutions that help DIT to meet its objectives. Each solution is expected to take between 2 weeks to 3 months.**

The Buyer: **Department for International Trade¹**

Buyer Address: **Old Admiralty Building, London, SW1A 2AY**

The Supplier: **6Point6 Limited**

Supplier Address: **130 Jermyn Street, London, England, SW1Y 4UR**

Registration Number: **07946687**

DUNS Number: **21-823-3741**

SID4GOV ID: **N/A**

¹ The [contract] is signed for the Secretary of State for International Trade, as the new office of Secretary of State for Business and Trade has yet to be constituted as a corporation sole. The rights and liabilities of the Secretary of State for International Trade, including those under this Contract, will in due course be transferred to the Secretary of State for Business and Trade by an Order in Council (secondary legislation) under section 2 of the Ministers of the Crown Act 1975.

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 19th April 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
- 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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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

- 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)
 - 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 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

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

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

- The Supplier shall not be liable to the Buyer if any failure to perform or delay in its performance is solely and directly caused by the Buyer's failure to comply with its obligations set out in the Call-Off Contract.
- 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.
- Except as provided within the Core Terms, the Buyer will not disclose the Services or Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

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

Call-Off Start Date: 27/04/2023.

Call-Off Expiry Date: 26/04/2025.

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) for the initial 24 month period. DIT reserves the right to extend the contract for a period of up to six months with an additional value of up to £500,000 (excluding VAT).

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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:

GDS and Technology Code of Practice Standards:

The Supplier must ensure all Statement of Works adhere to the GDS and Technology Code of Practice Standards.

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 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

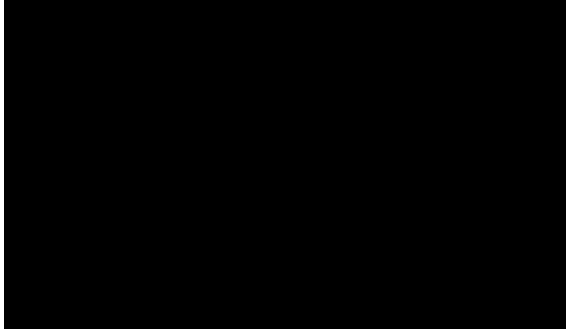
See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

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

Payment Method

BACS/Invoice

Buyer's Invoice Address



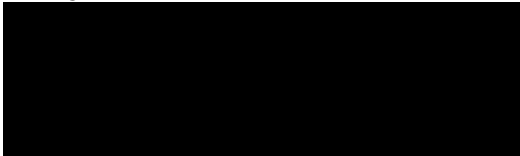
All invoices must include:

- Purchase Order Reference number,
- Date
- Addresses (Buyer)
- Supplier name and contact details
- Description of the charges

All invoices must include a valid purchase order number, provided that such purchase order number must be provided to the Supplier in advance of when invoices are to be issued.

Non-compliant invoices (i.e. without a PO number) will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to finance@services.ukpbs.co.uk or by telephone as above between 0830 and 1700 Monday to Friday.

Buyer's Authorised Representative



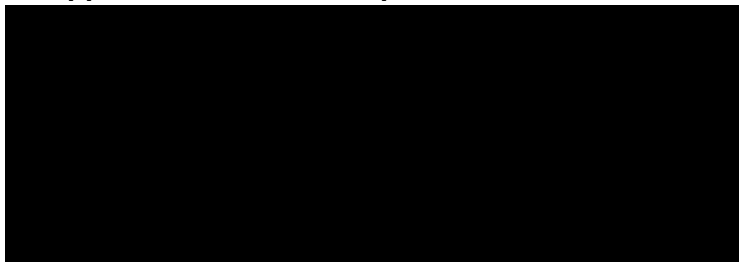
Buyer's Environmental Policy

Not Applicable.

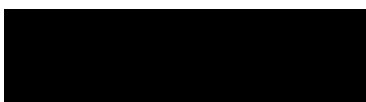
Buyer's Security Policy

HMG Security Policy Framework, Version 1.1 – May 2018 available online at: <https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative



Supplier's Contract Manager



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



Progress Report Frequency

Each Calendar Month, date TBC.

Progress Meeting Frequency

Each Calendar Month, date TBC.

Key Staff

TBC for each SOW.

Key Subcontractor(s)

Daintta Limited, 124 City Road, London, England, EC1V 2NX (12115375)

Commercially Sensitive Information



Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard). Only Section 2 (Balance Scorecard) of Call-Off Schedule 14 is applicable to this Call-Off Contract.

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

<p>A. KPI: Performance to pay process In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':</p> <ul style="list-style-type: none"> • accurate and complete timesheets in a timely manner • accurate and complete acceptance certificates in a timely manner • accurate and complete supplier reports in a timely manner • accurate and complete invoices in a timely manner 	Met	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information
<p>B. KPI: People (resourcing) Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.</p>	Met	Targets met for all resources or facilities

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

<p>C. KPI: Partnering behaviours and added value</p> <p>Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities</p>	Met	<ul style="list-style-type: none"> • No behavioural problems identified • Buyer workshops attended and positive contributions made <p>Added value recognised by the programme above provision of compensated skilled resource/facilities</p>
<p>D. KPI: People in place (Delivery)</p> <p>All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.</p>	Met	<ul style="list-style-type: none"> • 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
<p>E. KPI: Social Value</p> <p>Supplier shows a commitment to the policy outcomes of tackling workforce inequality and improving health and wellbeing, through adherence to their Method Statement and Timed Project Plan, reference in Call-Off Schedule 4.</p>	Met	<p>Strong commitment to Social Value.</p> <p>Clear examples of multiple outcomes created and retained.</p> <p>Positive feedback from outcomes achieved.</p>

Additional Insurances

Not applicable.

Guarantee

Not Applicable.

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

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:



For and on behalf of the Buyer:



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

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.

Date of SOW: 15th May 2023

SOW Title: SOW001 - Graph data technology overview and proof of concept

SOW Reference: SOW001

Call-Off Contract Reference: Project_1990 – Digital Marketplace Integer
Reference Number: 18248

Buyer: Department for International Trade

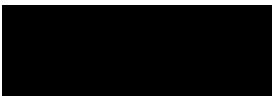
Supplier: 6Point6

SOW Start Date: 15th May 2023

SOW End Date: 16th June 2023

Duration of SOW: 6 working weeks

Key Personnel (Buyer):



Key Personnel (Supplier): N/A.

Subcontractors: N/A

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

1. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

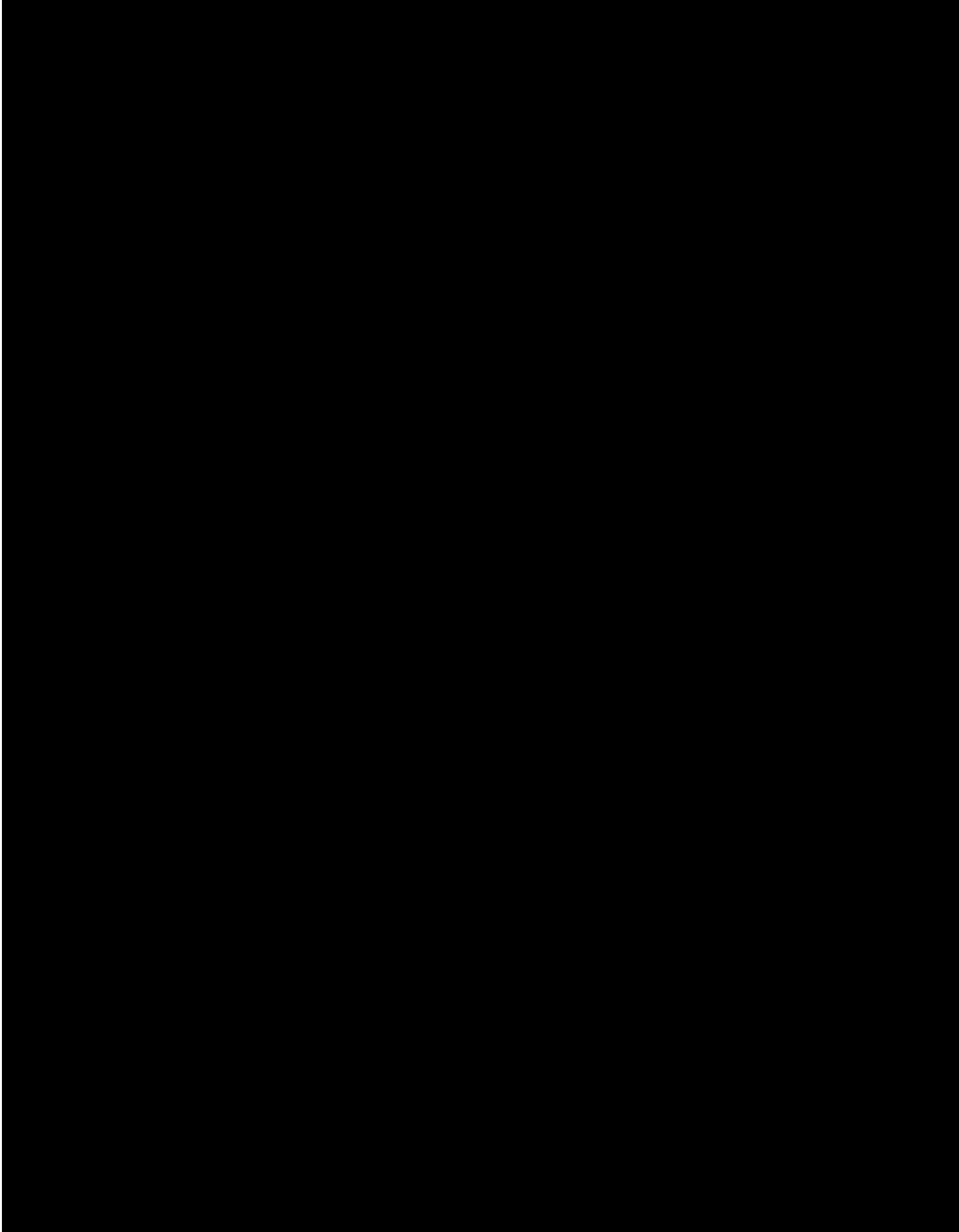
SOW Background	<p>The Department for Business and Trade requires innovation projects to meet its objective. These objectives include supporting UK businesses to take full advantage of trade opportunities and improving services the department provides to traders.</p> <p>The objectives for this work are to:</p> <ol style="list-style-type: none">1. Survey graph technology applicable to DBT so they can choose the right strategic technology for the future.2. A demonstration and to be able to demonstrate a graph technology so that they can showcase it internally and to other departments and communicate its usefulness.
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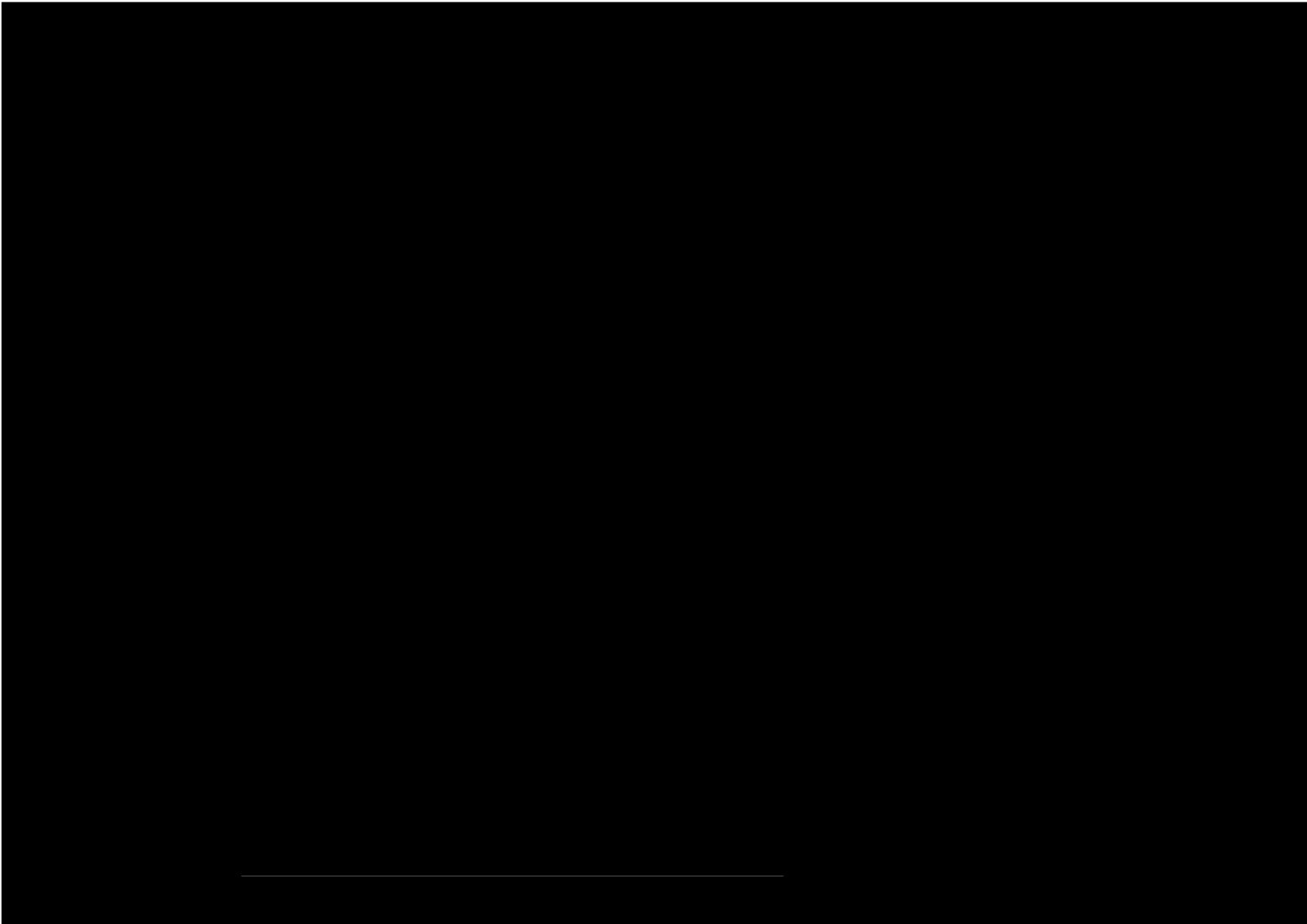
Delivery phase(s):

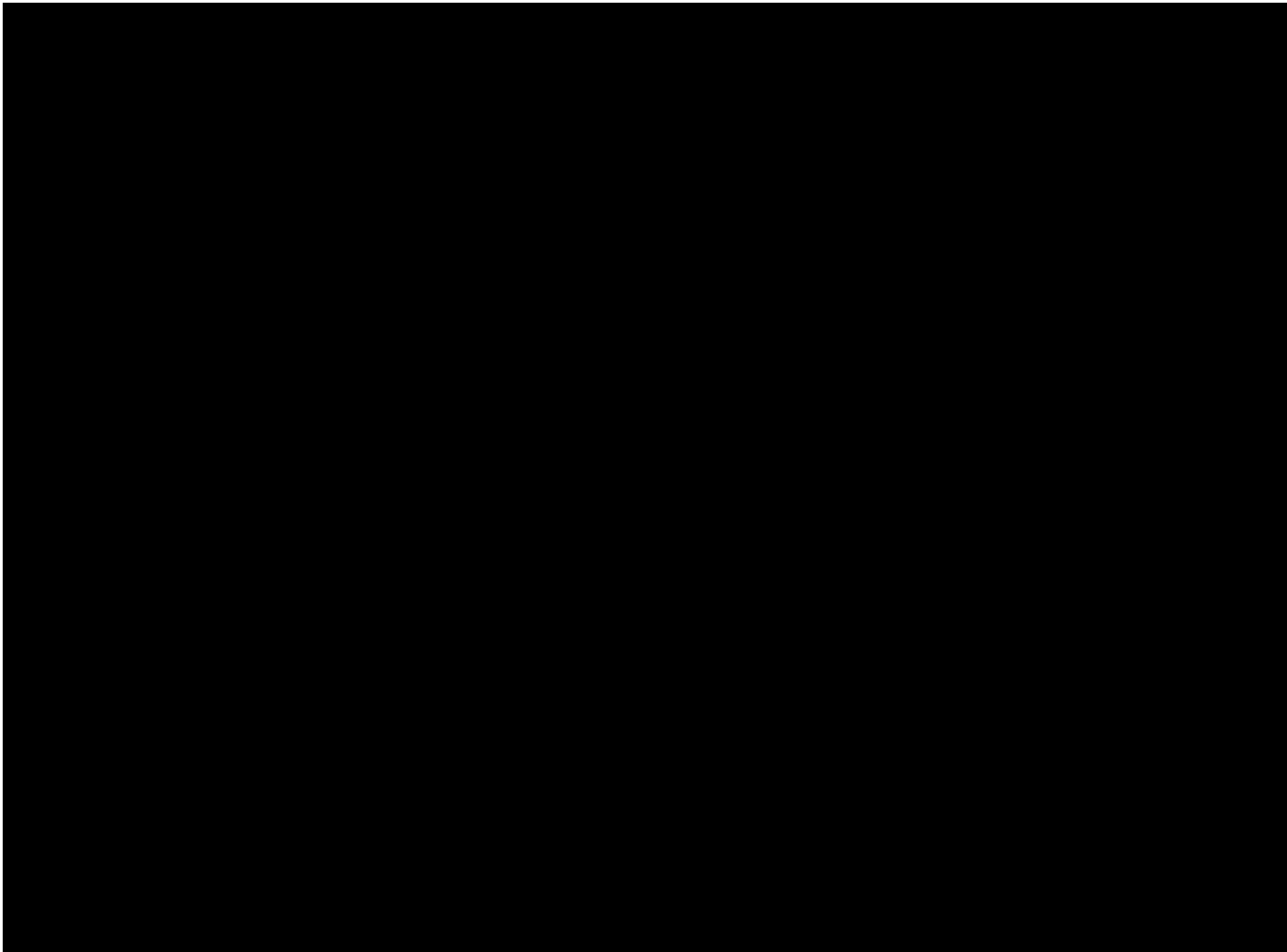
Delivery phase(s)								
	<input checked="" type="checkbox"/>	Discovery	<input type="checkbox"/>	Alpha	<input type="checkbox"/>	Private Beta	<input type="checkbox"/>	Public Beta
	<input type="checkbox"/>	Live	<input type="checkbox"/>	Retirement	<input type="checkbox"/>			

Overview of Requirement:

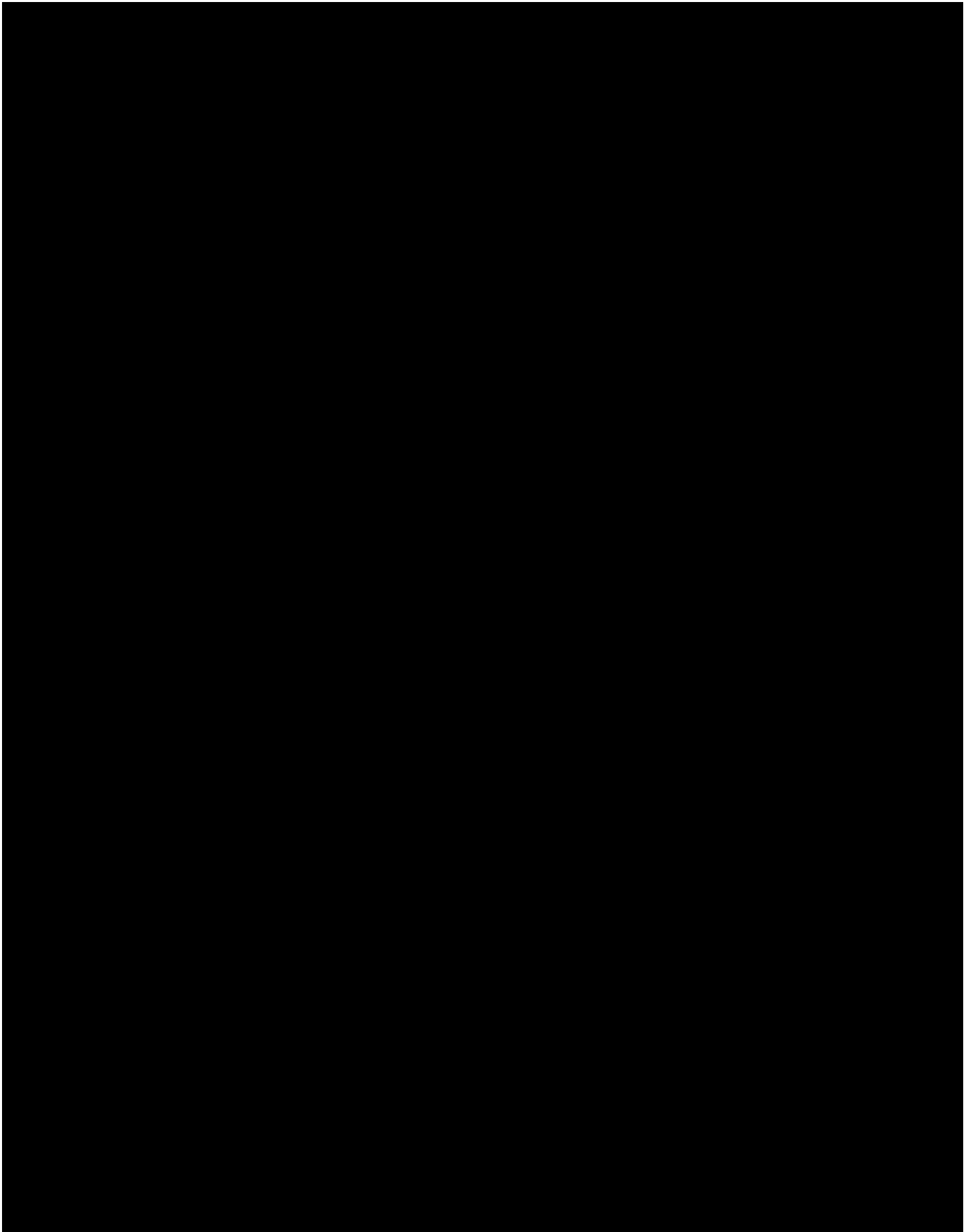
Overview of Requirement	
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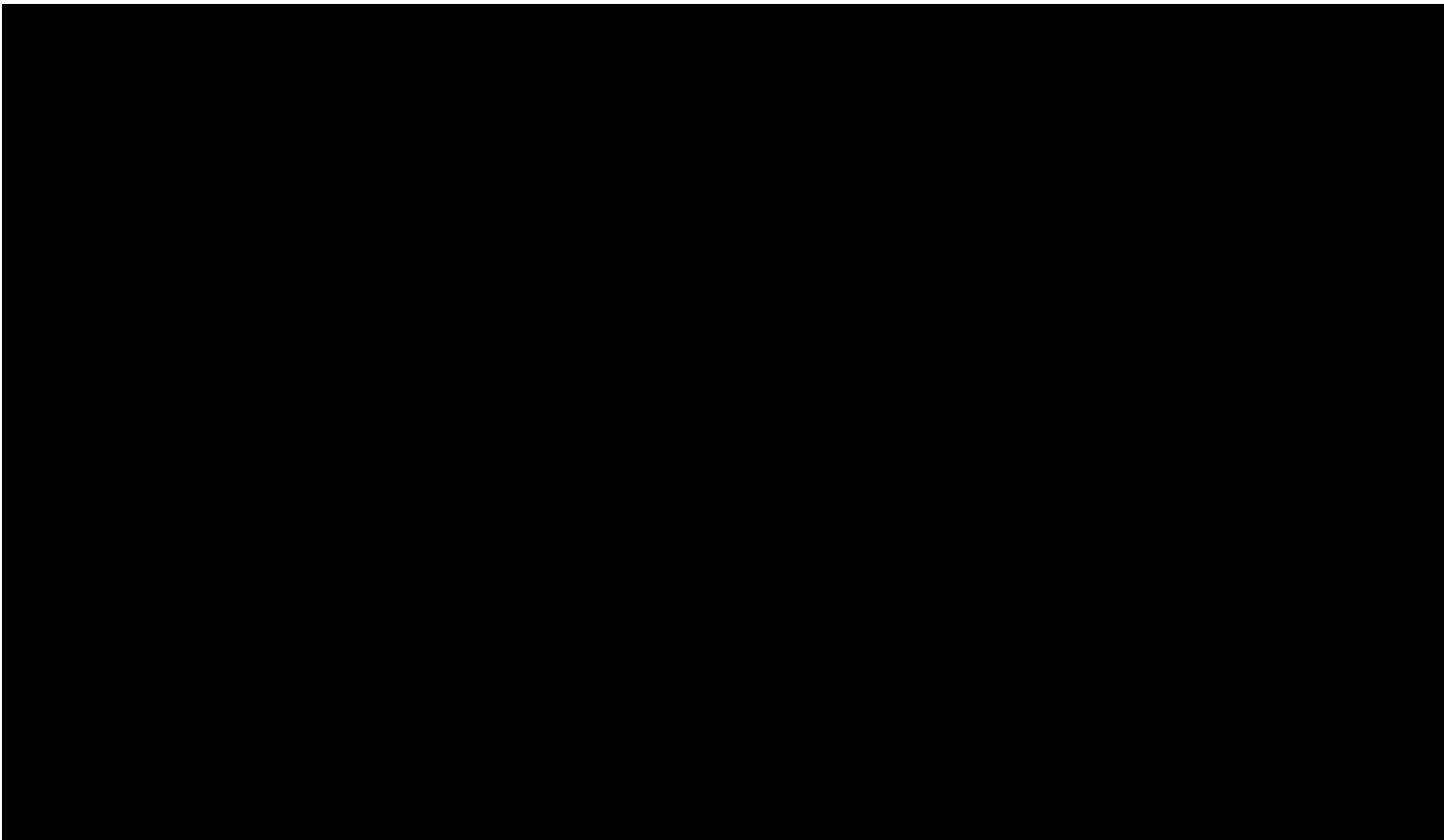




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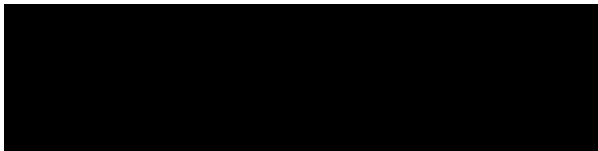
Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



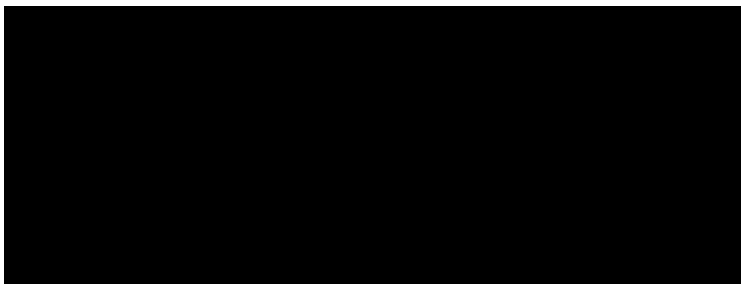
Security Applicable to SOW:

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

Resource Profile:



The estimated breakdown of resources for this SOW is as follows:



(Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

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

All Supplier Staff must have valid and transferred Security Clearance before commencing work on the SOW001.

Cyber Essentials Scheme:

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

SOW Standards:

To work according to the service standard: <https://www.gov.uk/service-manual/service-standard>.

Performance Management:

Material KPIs	Target	Measured by
A. KPI: Performance to pay process	Met	All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.
. KPI: People (resourcing)	Met	Targets met for all resources or facilities
B. KPI: Partnering behaviours 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.
A.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
B.KPI: Social Value	Met	Strong commitment to Social Value. Clear examples of multiple outcomes created and retained.

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

		Positive feedback from outcomes achieved.
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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	Employment / Engagement Route (incl. inside/outside IR35)
Senior Data Scientist	5	Employee of 6Point6	Outside IR35
Senior Data Scientist	5	Employee of 6Point6	Outside IR35
Lead Data Scientist	6	Employee of 6Point6	Outside IR35
Engagement Lead	6	Employee of 6Point6	Outside IR35

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.	Regular Stand Ups and Show and Tells.		

3 Charges

Call Off Contract Charges:

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

- Capped Time and Materials

Rate Cards Applicable:

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



Reimbursable Expenses:

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

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:

Signature:

