# Digital Outcomes and Specialists 5, RM1043.7

## Key changes between DOS 4 and DOS 5

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| **Item** | **DOS 4** | **DOS 5** |
| Structure of contract documentation | Framework Agreement and Call-Off Contract | Follows the Public Sector Contract (PSC) format with standard Core Terms and relevant schedules (Framework; Joint and Call-Off) specific to the procurement. Given that the structure of the contract has changed, and therefore all section and paragraph numbering, it is not possible to detail all the individual changes. Suppliers applying to join the framework will be expected to complete their own checks and seek legal advice as appropriate. All the key defined terms are available in the Joint Schedule 1 (Definitions). |
| Limit on supplier's total liability | Unlimited - Call-Off Contract para 34.2 | Capped at £5M - Core Terms Clause11.2 except for any indemnity given under Clauses 7.5, 8.3, 9.5, 31.3 or Call-Off Schedule 2 as provided in Clause 11.5Data Protection Liability Cap at £10M - Core Terms Clause 11.6 and Framework Award Form 15 |
| Compliance with Prompt Payment regulations (<https://www.legislation.gov.uk/uksi/2015/102/regulation/113/made>)Suppliers, under specific criteria, are required to provide CCS with a Prompt Payment certificate; and CCS has the right to audit such suppliers | Not specified | Framework Award Form - Special Term 1 (1.1 to 1.9) |
| Off-payroll worker legislation and the HMRC requirement for Status Determination Statements (April 2021).Provide buyers with the right to request; and suppliers with the obligation to supply; the necessary level of information on individual workers to enable buyers to their meet their obligations under the off-payroll working rules where the procurement is determined as being inside IR35 | Not specified | Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)Framework Schedule 7 (Call-Off Award Procedure) - para 2.1.2Joint Schedule 1 (Definitions) - para 1.4Joint Schedule 6 (Key Subcontractors) - para 1.4.2Call-Off Schedule 7 (Key Supplier Staff) - para 1.5.7Call-Off Schedule 20 (Call-Off Specification) - in body  |
| Default warranty period in call-off contract | Not specified | Core Terms Clause 3.1.2 |
| Refinement to charging methods | Referenced in Call-Off Contract Schedule 3 (Statement of Work (SOW), including pricing arrangements and Key Staff):- Capped time and materials (CTM) - Price per story- Time and materials (T&M)- Fixed Price- Other pricing method or a combination of pricing methods agreed by the Parties | Defined in Framework Schedule 3 (Framework Prices) and referenced in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules):- Fixed Price- Incremental Fixed Price- Time and Materials- Capped Time and Materials- 2 or more of the above charging methods |
| Termination period for SOW provided for | Not specified | Framework Award Form Special Term 2 Clause 10.2.2 |
| Specialist role day rates are maximums and cannot be amended for the duration of the framework period | Framework Agreement Clause 8.3 allowed for proposed changes to rates, with approval from CCS | Framework Schedule 3 (Framework Prices) Clause 3.2 states the maximum rates are fixed for the duration of the framework agreement |
| Additional contract schedules (optional) which can be applied at call-off contract level by buyers | Not specified | Call-Off Schedule 3 (Continuous Improvement)Call-Off Schedule 13 (Implementation Plan andTesting)Call-Off Schedule 14 (Service Levels and BalancedScorecard) - [Balanced Scorecard already in place with DOS 4]Call-Off Schedule 25 (Ethical Walls Agreement) |