



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7) Framework Schedule 6 (Order Form)

Version 2

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

1 Order Form

Call-Off Reference: WP1978

Call-Off Title: WP1978: Domains toolset stabilisation and enhancements

Call-Off Contract Description: Creation of an MVP domain checking toolset by integrating an existing prototype with commercially available third party services

The Buyer: The Cabinet Office

Buyer Address:

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

The Supplier: Foundry4 Ltd

Supplier Address: 7 Savoy Court, London, United Kingdom, WC2R 0EX

VAT Registration Number: (Redacted)

DUNS Number: (Redacted)

1 Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 13 September 2021.

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.

2 Call-Off Lot

Lot 1: Digital Outcome

3 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 5 (Corporate Social Responsibility)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.9)

6. Joint Schedule 5 (Corporate Social Responsibility)

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.

4 Call-Off Special Terms

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

Not used.

Call-Off Start Date: 13 September 2021

Call-Off Expiry Date: 12 September 2022

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: Buyer can request to extend DOS Contract up to three (3) months, subject to Cabinet Office Approvals

Minimum Notice Period for Extensions: Four (4) weeks

Call-Off Contract Value: £272,000 excluding VAT and expenses

5 Call-Off Deliverables

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

6 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:

The Supplier should follow where applicable:

- The Government Technology Code of Practice (<https://www.gov.uk/government/publications/technology-code-of-practice>)
- The Government Service Standard (<https://www.gov.uk/service-manual/service-standard>)

7 Cyber Essentials Scheme- Not used

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR Cyber Essentials Plus Certificate] prior to commencing the provision of any Deliverables under this Call-Off Contract.

8 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 £272,000.

9 Call-Off Charges

1 Fixed price

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.

10 Reimbursable Expenses

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

11 Payment Method

Invoice to be emailed monthly in arrears.

Bank account provider: **(Redacted)**

Bank Account Number: **(Redacted)**

Bank Sort Code: **(Redacted)**

Bank Account Name: **(Redacted)**

Buyer's Invoice Address

Name: Cabinet Office and Shared Service Connected Limited (SSCL)

Role: Paying invoices on behalf of Cabinet Office

Phone:

Email Address: **(Redacted)**, **(Redacted)**, and **(Redacted)**.

Address: SSCL: Cabinet Office PO Box 405, SSCL, Phoenix House Celtic Springs Business Park, Newport, NP10 8FZ.

Cabinet Office:

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

12 Buyer's Authorised Representative

Name: **(Redacted)**

Role: **(Redacted)**

Phone: **(Redacted)**

Email Address: **(Redacted)**

Address:

- **Main Address:** 1 Horse Guards Road, London, SW1A 2HQ.
- **Based:** The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

13 Buyer's Environmental Policy

Cabinet Office Environment policy, available at request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk/
GDS-digital-buyer@digital.cabinet-office.gov.uk)

Buyer's Security Policy

Cabinet Office Security Breach Policy, Physical Security Policy and Personnel Vetting Policy, all available on request. Please email GDS Commissioning Team (commissioning-digital@digital.cabinet-office.gov.uk)

GDS-digital-buyer@digital.cabinet-office.gov.uk)

14 Supplier's Authorised Representative

Name: (Redacted)

Role: (Redacted)

Phone: (Redacted)

Email Address: (Redacted)

Address: 7 Savoy Court, London, United Kingdom, WC2R 0EX

Supplier's Contract Manager

Name: (Redacted)

Role: (Redacted)

Phone: (Redacted)

Email Address: (Redacted)

Address: 7 Savoy Court, London, United Kingdom, WC2R 0EX

- **Progress Report Frequency**

Progress Report to be provided on a weekly basis.

- **Progress Meeting Frequency**

Progress Meeting to be held on bi-weekly basis.

Key Staff

Name: (Redacted)

Role: (Redacted)

Phone: 0(Redacted)

Email: (Redacted)

Address: N/A

Name: (Redacted)

Role: (Redacted)

Phone: N/A

Email Address: (Redacted)

Key Subcontractor(s)

N/A

15 Commercially Sensitive Information

- **Written Proposal:** WP1978 Foundry4 Proposal , dated 18 August 2021. This contains Methodology and price for WP1978.
- **Any future commercial document between both parties**

16 Balanced Scorecard- Not used

17 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
N/A - since Balance Scorecard not being used	N/A - since Balance Scorecard not being used	N/A - since Balance Scorecard not being used

18 Additional Insurances

Not applicable

19 Guarantee

Not applicable

20 Social Value Commitment

Not applicable.

21 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:

Annex 1 -

Data Processing - Please see Joint Schedule 11

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 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"> • user personal data as part of the Domains toolset stabilisation and enhancements
Duration of the Processing	Duration of the Call-Off Contract and any possible extension.
Nature and purposes of the Processing	<p>The purpose of processing is to create an MVP domain checking toolset by integrating an existing prototype with commercially available third party services.</p> <p>The nature of the processing covers 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).</p>
Type of Personal Data	Domain user account data on AWS (Domains). This includes full name, work email address, work phone, role and organisation
Categories of Data Subject	Domain users are CDDO employees (substantive and contractor) and users from customer organisations (such as local authorities, parish councils, etc)

<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>	<p>The Supplier will undertake this work on the CDDO enterprise network using tools and platforms provided and agreed by the CDDO and in compliance with the Cabinet Office data protection framework</p> <p>The data will be processed and retained by the Supplier only for the duration of this contract and will be completely destroyed and all copied returned to the Relevant Authority</p>
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