

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: PROC-690-2024

Call-Off Title: Provision of Research Participant Recruitment Agency for the Competition and Markets Authority (CMA)

Call-Off Contract Description: A call-off contract to recruit participants from UK companies to attend user research sessions.

The Buyer: Competition and Markets Authority

Buyer Address: The Cabot, 25 Cabot Square, London, E14 4QZ

The Supplier: People of Research

Supplier Address: QC30 Queen Charlotte St, Bristol BS1 4HJ

Registration Number: 03734502

DUNS Number: 23-740-2487

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 19th April 2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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 3: User Research Participants

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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - Call-Off-Schedule 26 (Cyber-Essentials-Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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: 29/04/2024

Call-Off Expiry Date: 28/04/2025

Call-Off Initial Period: 1 Year

Call-Off Optional Extension Period: 1 Year

Minimum Notice Period for Extensions: 3 months

Call-Off Contract Value: £50,400.00 (excluding VAT)

Call-Off Deliverables

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

Warranty Period

Clause 3.1.2 of the Core Terms provides a default warranty period for Deliverables of at least 90 days from Delivery against all obvious defects.

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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:

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 **£50,400.00**.

Call-Off Charges

Deliverable	UOM	Moderated Cost	Un-moderated Cost
Project Management & Set up	Per Project / Research Requirement		
Finder Fee – Normal User	Per Candidate		
Finder Fee – Accessibility User	Per Candidate		
Finder Fee - Users from across the UK	Per Candidate		
Finder Fee - Business Owners	Per Candidate		
Finder Fee - Public Authorities	Per Candidate		
Incentives	Per Candidate		
Handling Fee	% of the total incentive value		

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Reimbursable Expenses

None

Payment Method

Monthly payment in areas for services provided.

Invoices to be sent to Accounts Payable at the following email address:

invoices@cma.gov.uk

Buyer's Invoice Address

Competition & Markets Authority

The Cabot

25 Cabot Square

London

E14 4QZ

Buyer's Authorised Representative

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Buyer's Environmental Policy

N/A

Supplier's Authorised Representative

TBC

Supplier's Contract Manager

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Progress Report Frequency

Insert report frequency: On the first Working Day of each calendar month

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Progress Meeting Frequency

Insert meeting frequency: Quarterly on the first Working Day of each quarterly.

Key Staff - TBC

[REDACTED]

Operations Director

[REDACTED]

[REDACTED]

Client Services Manager

[REDACTED]

[REDACTED]

Head of Projects (All project briefs to be sent to Alex-Niamh Norman)

[REDACTED]

Key Subcontractor(s)

N/A

Commercially Sensitive Information

All pricing information

Balanced Scorecard

N/A

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):

Detail	SLA Period	Who
Requirement brief on research acknowledged	Within 1 WD to buyer	Supplier
Requirement Quote	Within 2 Days to buyer	Supplier
Protentional participant list for approval	Within 5 WD of quote acceptance to buyer	Supplier
Send confirmed consent forms	1 WD before the research to buyer	Supplier

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Service Credits

Not applicable

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: Founder and CEO

Date: 26th April 2024

For and on behalf of the Buyer:

Signature:



Name:



Role: Director, Technology and Business Services

Date: 30/4/24

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:

Annex 1 of Joint Schedule 11 (Processing Data) Below

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">● 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,- Any data belonging to participants in research originally controlled by the Supplier that may be shared with CMA for the purpose of the research. <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	All collected data, including any audio and video recording will be removed and deleted after 6 months.
Nature and purposes of the Processing	<p>In order to follow the agile project delivery each digital service is required to undergo several rounds of user research and has iterative development throughout, using feedback from real users to refine the service.</p> <p>To enable services moving through the agile delivery a recruitment contract needs to be in place so the User Research team can draw on a pool of suitable candidates to participate in research.</p> <p>The outcomes from user research rounds are presented to a panel to demonstrate that user feedback has been considered by the project team to make iterations to the service and improve the usability.</p> <p>The objective is to procure a strategic partner to help provide user research recruitment services. This includes:</p>

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	<ul style="list-style-type: none">• Providing a diverse pool of research participants with a wide range of demographics based across the UK.• Provide profiles of proposed user research participants ahead of CMA's user research rounds.• Manage the participants schedule inline with CMA requests and availability.• Manage the consent and participants incentive payments. <p>Candidates will be asked to participate in either moderated or unmoderated research, which is summarised below. All sessions will be held remotely:</p> <ul style="list-style-type: none">• Moderated research – The candidates will be asked to undertake usability testing for each of the services to understand where improvements can be made ahead of moving each service to the Live phase. The sessions will be held online through Microsoft Teams where a member of the CMA's user research team will introduce the participant to an application where they will be asked to complete some tasks and provide feedback to the user research team. These sessions usually run for about an hour.• Unmoderated research – Candidates will be given time to test an application in their own time, typically walking through the application and completing the process. A survey will be provided by the CMA user research team for the candidate to complete to provide feedback on the application. These sessions usually take the candidates around 30 minutes.
Type of Personal Data	<ul style="list-style-type: none">• Name:• Email address:• Age:• Location City/Town:• Ethnicity:• Disabilities/Impairments:• Employment status:• Annual Pre-Tax Salary:• Audio and video recordings
Categories of Data Subject	Volunteer Participants from various backgrounds and demographics.

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<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>All participants will be required to complete a consent form before taking part in any research. This will be managed by the supplier and a copy will be provided to the CMA prior to the research session to confirm consent has been provided by the participant.</p> <p>The consent form will confirm specific/explicit consent to be recorded for sensitive data processing.</p> <p>Consent will also be gained from the participant before any video or audio recording of user research sessions.</p> <p>The supplier must provide a privacy notice to specify all types of processing activities, lawful bases, and the retention period for any data.</p> <p>The consent form, along with the supplier's privacy notice will be assessed by the CMA's Data Protection Office during the procurement evaluation.</p> <p>Any findings from the user research will be anonymised on analysis and subsequent reports.</p> <p>Any video or audio recordings from the user research sessions will be deleted after 6 months.</p> <p>No data shall be copied from the CMA network.</p>
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