

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	ITT_42612, project_8469, con_24180
CALL-OFF TITLE:	Vulnerable Children and Families Digital Portfolio – Multi-Capability Contract
CALL-OFF CONTRACT DESCRIPTION:	<p>The Vulnerable Children and Families (VC&F) portfolio consists of four programmes of work: Families and Family Hubs, Early Years, Social Work Workforce, and Childrens Social Care.</p> <p>The multi-capability contract will deliver specialist skills across the GDS job families to provide full coverage and the ability to work in blended teams to meet business demands and deliver across all four programmes, with the possibility that the portfolio may expand with additional services/ programmes/projects.</p>
THE BUYER:	Department for Education
BUYER ADDRESS	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
THE SUPPLIER:	Hippo Digital Limited
SUPPLIER ADDRESS:	1 st Floor Aireside House, Aire Street, Leeds, United Kingdom, LS1 4HT
REGISTRATION NUMBER:	09877239
DUNS NUMBER:	22-125-3893
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd February 2024.

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed shortly following the execution of the Call-Off Contract, 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, SOW 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(S):

Lot 1 - Digital Programmes

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - 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)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - 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 Deliveries)
 - 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 14A (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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:

Special Term 1

To supplement existing provisions, the Supplier will comply with the following additions:

- 1.1. All supplier staff working on services in relation to this contract will need to undertake as a minimum, a BPSS.
- 1.2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services

without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion

- 1.3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who disclose a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
- 1.4. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to the clause 1.2 and/or 1.3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified.
- 1.5. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

Term	Definition
Conviction	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.
Relevant Conviction	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer.

Special Term 2

- 2.1. The location will be specified in the Statement of Work (Primary Location).
- 2.2. Expenses cannot be claimed for travel to the Primary Location of work when in-office working is required. Some work may be UK wide and travel may be required to other DfE offices
- 2.3. When travel to other DfE sites is required, all costs incurred must comply with the prevailing DfE Travel and Subsistence policy. Parking is not available on DfE sites.
- 2.4. Should base location vary it will be outlined and agreed upon the individual statements of work.

Special Term 3

- 3.1. The latest start date will be outlined in each individual Statement of Work. Except for in exceptional circumstances, and as agreed with the buyer.
- 3.2. The Buyer has the right to terminate any Statement of Work issued in accordance with this Call-Off Contract at any time, without reason, with five working days' written notice to the Supplier. The notice period shall be given in writing. The receiving party must acknowledge receipt of notice within 24 hours.

Special Term 4

- 4.1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
- 4.2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.
- 4.3. All work must be conducted in line with the Buyer's security policy and securely within in the United Kingdom.

Special Term 5

- 5.1. The Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice or induce, or endeavour to solicit, entice or induce, any employees of the Buyer who are employed or engaged in the performance of the Services with a view to employing or engaging the employee of the Buyer during the Call-Off Contract Period and for a period of 9 months thereafter.
- 5.2. Notwithstanding clause 5.1 the Supplier may employ or engage any employees of the Buyer which have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

Special Term 6:

- 6.1. Suppliers must agree to all DFE security clearance policies and processes. Suppliers must comply with the Regulation (GDPR) Regulation May 2018; the (DPA) Act 2018, the Law Enforcement Directive and any subsequent amendments/changes to date including providing sufficient guarantees to meet the requirements of GDPR in line with Procurement Policy Note (PPN) 02/18 May 2018 which updates PPN 03/17.

CALL-OFF START DATE:	9 th February 2024
CALL-OFF EXPIRY DATE:	8 th February 2026
CALL-OFF INITIAL PERIOD:	Two Years (24-months)
CALL-OFF OPTIONAL EXTENSION PERIOD:	Option to extend by up to 25% of the initial contract period (6-months)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 Month
CALL-OFF CONTRACT VALUE:	£17,289,000 excluding VAT, with the option to increase by up to 25% of the initial contract value (£4,322,250 excluding VAT) The Buyer does not guarantee a minimum contract spend.

CALL-OFF DELIVERABLES

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 set out in Framework Schedule 1 (Specification).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £8,644,500 Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

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

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)

PAYMENT METHOD

Electronic BACS Transfer – The Supplier will issue electronic invoices monthly in arrears by the 5th working day of each month for services/outputs delivered and accepted by the Buyer as detailed in the Statement of Work for each work package. The buyer will make payment of the invoice within 30 days of receipt of a valid invoice.

A copy of the invoice must also be sent to the Department for Education Digital and Technology Contracts Team and the Buyer specified within the SoW/Purchase Order.

All queries regarding payments or the settlement of the invoices will be directed to the Buyer named in the SoW/Purchase Order.

General Invoice and payment queries must not be directed to the Contract Manager.

BUYER'S INVOICE ADDRESS

Invoices will be sent to [REDACTED]

All invoices must quote a valid Purchase Order Number and SoW reference relating to each Statement of Work to ensure prompt payment in accordance with terms.

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

DfE's Environmental Principles and Policy is to fully comply with all legal duties including The Environment Act 2021 and the Environmental Principles duty within. The purpose of the [Environmental Principles Policy Statement \(EPPS\)](#) is to guide ministers, policymakers and departments towards opportunities to prevent environmental damage and to enhance environmental protection – even if the policy is not directly related to the environment. It is a legal obligation. The final EPPS was published on 31 January 2023. An implementation period of 9 months will allow DfE to prepare for the new duty. When the duty comes into force on 1 November 2023 it will apply to any policy made after this date, regardless of how long it's been in development.

BUYER'S SECURITY POLICY

As set out in Call-Off Document A - Security Requirements in the supporting documents issued to the Supplier with the signed contract

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

Reports are specified within section 15 of Call-Off Schedule 20. Statement of Work reporting frequency will be specified within the Statement of Work, but for reporting against the contract the Contract Management Service Report is to be submitted within the first 7 working days of each month.

The Contract Management Service Report is set out in the Supporting Documents folder issued to the Supplier with the signed contract.

KEY STAFF

To be outlined in each individual Statement of Work and include the Worker Engagement

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Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)

KEY SUBCONTRACTOR(S)

ANDigital Limited

3 Concorde Park, Concorde Road, Maidenhead, Berkshire, England, SL6 4BY



COMMERCIALLY SENSITIVE INFORMATION

Supplier's information	
Commercially sensitive information:	<ul style="list-style-type: none">• Supplier proposal and Statement of Works.• Details of rate card and costings.• Names of team members and other personal identifiable information.

SERVICE CREDITS

Service Credits will not be accrued but a service credit cap has been included for the purposes of compensation for a Critical Service Level Failure.

The Service Credit Cap is: 10% of the value of SOWs that occur within the Service Period.
The Service Period is: one Month

A Critical Service Level Failure is where the Supplier fails to improve performance following the approval of and in accordance with such an approved Rectification Plan to the satisfaction of the Buyer.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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.

The parties acknowledge that as the first Statement of Work is not being executed at the same time as this Order Form, the Implementation Plan is not set out in the annex to Call-Off Schedule 13 and the reference in paragraph 2.1 of Call-Off Schedule 13 to the Supplier

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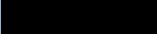
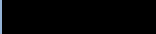
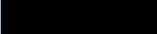
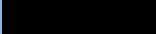
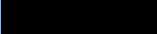
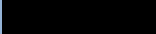
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providing a draft Implementation Plan 30 days after the Call-Off Contract Start Date shall be deemed to be a reference to the Supplier providing a draft Implementation Plan 30 days after the execution of the first Statement of Works.

The Buyer, at its discretion, can assess any Statement of Work issued in accordance with this Call-Off Contract to determine the most appropriate termination notice period. The agreed upon termination notice period will be stated in the individual Statement of Work in section 3.10.1.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	Feb 5, 2024	Date:	Feb 5, 2024

Appendix 1

The first Statement(s) of Works will be executed shortly following execution of the Call Off Contract (using the template set out in this Appendix 1) and so will not form part of the executed Order Form at its execution. 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 Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Statement of Work

SOW TITLE
SOW REFERENCE

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All internal instruction/guidance highlighted in yellow should be removed from SoW on final issue to supplier.

Statement of Work (SOW)

Issued in accordance with Contract ref 'con_XXX' and including Pricing Arrangements, Deliverables and Key Contacts.

3.1 SOW Summary

Date SOW Submitted:	[insert date SoW sent for initial Commercial assurance. To be completed by the Contract Manager.]
SOW Reference:	['Suppliername_Con_xxxxx_SoW0xx' supplied by the Contract Manager]
Maximum SOW Value:	[insert agreed SOW value as per the Supplier's response]
Buyer:	Department for Education
Supplier:	[insert supplier name]
Team and Directorate:	[insert name of team and directorate who are requesting services]
DD/SRO:	[insert name of DD and/or SRO for services being requested]
Start Date:	[insert the date you require services to commence in line with SoW process timescales and in collaboration with the CM and Supplier]
End Date:	[Insert the date you require services to end]
Work Package Title:	[insert name of your project/services required]
Phase(s) of Development:	[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]
Location Required:	<p>[Delete/edit as appropriate]</p> <p>Suppliers' premises or remote working or hybrid working.</p> <p>Where DfE office attendance is required, the primary location is [insert site] where we expect up to xx days per week attendance. The primary location will not incur expenses.</p> <p>Occasional travel may be required to [insert site/s] and other DfE offices. Occasional travel may be required to non DfE locations (for example schools).</p> <p>Overseas working is not permitted.</p>
IR35 Determination:	Inside IR35 (off-payroll working rules apply)
Outcome of IR35 Assessment:	<p>It is the responsibility of the Buyer to complete the HMRC IR35 assessment and embed the resulting pdf below. Failure to do so will result in this request being rejected. (remove this paragraph before issuing to the Supplier)</p>

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	<p>The 'off-payroll working rules (IR35) do not apply' <input type="checkbox"/></p> <p>The 'off-payroll working rules (IR35) apply' <input type="checkbox"/></p> <p>[please embed CEST outcome here]</p>
SOW Background and Objectives:	<p>[Briefly describe the scope of work required to be completed by the supplier based on current position of work. It may be appropriate to discuss work which has been done previously to inform the current requirements]</p>
Overview of Work Package Requirements:	<p>[Provide a high-level overview of what needs to be achieved in each specific area the SOW relates to, for the period which the call off covers. These should be clear descriptions so the supplier is aware of what should be achieved throughout the course of the call off. It should separate all workflows covered by the call-off so that different deliverables can be set against them for each SOW]</p>
Performance Standards:	<p>Completion of the work in this SOW must be in compliance with: [Delete or add as appropriate]</p> <ul style="list-style-type: none"> • GDS Service Standards • DfE Mock Alpha Assessment Standards • Information Security Standards and processes e.g., ITHCs, AtOs • Agile Methodology • GDPR compliance • Accessibility standards (WCAG 2.2 AA accessibility standard) • DfE Technical Standards • DDaT Capability Framework • Technology Code of Practice • Government Design System • Communities of Practice • Cyber Essentials • Cyber Essentials Plus <p>Further information on these standards is captured in section 3.7 within this document.</p>
Accountability Model:	<p>[select one option and delete the others]:</p> <p>[Sole Responsibility] The supplier takes on board full responsibility to deliver the discrete Milestones identified. This is most closely aligned with the "outcomes" model under other frameworks. The supplier will be required to accept the full risk of delivery.</p> <p>[Self-Directed Team]</p>

	<p>The supplier provides discreet delivery teams to produce Deliverable Increments as you commission them. This model lends itself to Buyer-led agile development where the specific Deliverable Increment is agreed closer to the point of delivery but where some risk is carried by the supplier</p> <p>[Rainbow Team] The supplier (or possibly more than one supplier) provides a squad of individuals to work alongside your staff. In this model individuals, whilst managed at a high level by the supplier, may well be directed at an operational level by someone from another organisation.</p>
Funding Team and Cost Centre:	[insert funding details]
Security Vetting Checks required	<p>The level of clearance required for this SOW is [Select and delete as appropriate]:</p> <ul style="list-style-type: none"> • BPSS • Enhanced DBS • SC • CTC • DV
General Data Protection Regulation (GDPR) considerations for this engagement	<p>Please see Annex 1 – Data Processing</p> <p><i>For each Statement of Work, Annex 1 – Data Processing is to be completed. Failure to do so will result in the request being rejected</i></p>

- 3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.
- 3.1.2 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 SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

3.2 Deliverables, Acceptance Criteria & Milestones

- 3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables

[Deliverables are the services/outputs to be delivered during the call off SOW. Acceptance criteria are a specific and defined list of conditions which must have been met for a deliverable to be accepted by the Buyer]

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Ref	Deliverable <i>[provide name/title of deliverable in bold and brief description of deliverable underneath in no more than 15 words]</i>	Acceptance Criteria	Milestone Date	Deliverable Verification Owner <i>[provide owner/title of authorising officer for verification of satisfactory completion of deliverable]</i>
D01	<i>[edit text and deliverable ref as appropriate]</i> Knowledge Transfer and Handover Data and artefacts relating to the deliverables.	Information documented, stored and communicated in the appropriate repositories and channels adhering to all processing requirements		
		Progress, risks & issues communicated and managed in appropriate agile ceremonies and formats.		
		Knowledge sharing and transfer throughout the statement of work via team activities and engagement		
D02				
D03				
D04				
D05				

End of Deliverables					
Charging Method(s):	<p>The charging method for this work package is:</p> <p><i>[Buyer to select as appropriate]</i></p> <p>(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.</p> <p>Invoiced monthly in <i>[arrears/milestones – select as appropriate]</i> based on agreed Deliverables.</p>				
Travel Expectations and Reimbursable Expenses:	<p>All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety. Expenses must be agreed and approved by the DfE Buyer prior to any travel being committed to.</p> <p>Expenses will not be paid for travel to the primary location stated in the 'Location Required'.</p> <table border="1"> <tr> <td>Maximum Expenses</td><td>£xxx</td></tr> <tr> <td></td><td></td></tr> </table>	Maximum Expenses	£xxx		
Maximum Expenses	£xxx				
Overtime and on-call	<p>There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.</p>				

3.3 Supplier Response

Delivery and Resource Plan:	<i>[Supplier to provide details of how they will deliver the services/fulfil the deliverables by the milestone dates/to the quality requested and the resource/skills that will be assigned to the tasks]</i>
Timing:	<i>[Supplier to confirm when they can commence the</i>

	services and the proposed end date. To include start and end dates of any resource who will not be working fulltime on the services for the full SoW term]
Sub-Contractors/Third Party Suppliers being used for the delivery of this SoW:	[Supplier to provide details of any Sub-Contractors/Third Party Suppliers that will be used for the delivery of the Services set out within the SoW. These must be Sub-Contractors/Third Party Suppliers that are documented within the contract]

Table 1: SOW Service Charges Breakdown
[supplied by Supplier]

Role	Seniority Level or SFIA Level <i>[remove the level that is not applicable]</i>	Worker Engagement Route (Perm employee of the Supplier or non-perm employee)	Name of Worker* (requested only for the purposes of issuing a Status Determination Statement to each worker as appropriate)	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
			Expenses:			
			Total (ex VAT):			

Table 2: SOW Deliverable Charges Breakdown:
[Supplied by the Supplier]:

Deliverable	Total line Cost (ex VAT)
[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]

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[completed by supplier]	[completed by supplier]
Expenses:	
Maximum SOW Value (ex VAT):	

[Supplier to include any caveats/supporting info required relating to the breakdown to make it clear that the suggested team make up per deliverable is indicative and the Supplier retains full rights to flex, scale up and down, and make changes at any time as required to deliver the SOW. Such changes will not impact the capped price/fixed price/SOW cap and will not be required to be updated in the SOW.]

Areas that are out of scope:	[supplied by Supplier]
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Status Determination Statement:

*To comply with its obligations under the Off-Payroll Working Rules, the Department for Education will collect the names of the worker(s) to be provided under this SOW so that each worker, as appropriate, (and the Supplier), may be provided with the Status Determination Statement required under those rules.

The Department for Education confirms that it will take reasonable care when making each determination and the Status Determination Statement will be provided to each worker, as appropriate, (and the Supplier) before a payment is made to the individual for services provided.

Supplier workers who disagree with the determination must immediately inform in writing both the Supplier, and the Buyer (via the [redacted] mailbox), that they disagree with the determination made. DfE will review the determination, along with any supporting evidence provided by the worker, and a formal response will be provided to the Supplier, and the worker, within 45 calendar days of being notified.

The Supplier confirms that it will comply with its obligations under the Off-Payroll Working rules and agrees to:

- Notify the Buyer in writing of any additional worker to be provided under this SOW at least 2 working days before the workers services commence and specifying whether they are either 'On Payroll' or 'Off Payroll' so that the Buyer may undertake the relevant assessment(s) and issue the Status Determination Statement to the Worker, as appropriate, (and the Supplier).
- Provide evidence to the Buyer that the Supplier's workers (only where deemed "Inside IR35") are "On Payroll" where reasonably requested by the Buyer

3.4 Assumptions & Dependencies

3.4.1 The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	[An assumption is what is believed to be true. These are anticipated events or circumstances that are expected during the project's life cycle. Delete or add as applicable]
	Buyer:
	1. Any Intellectual Property (IP) created during or

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	for this work package is owned by the Department for Education.					
	2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.					
	3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.					
	4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none"> • standards of encryption • mandatory enrolment of their device • agreement that no other organisation will have management capabilities over their device or data stored on the device • maintaining enrolled devices to an agreed minimum operating system level • adhering to password standards <p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>					
	5. All documentation and deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW.					
	<table border="1"> <tr> <td>Supplier:</td> </tr> <tr> <td>1.</td> </tr> <tr> <td>2.</td> </tr> <tr> <td>3.</td> </tr> <tr> <td>4.</td> </tr> <tr> <td>5.</td> </tr> </table>	Supplier:	1.	2.	3.	4.
Supplier:						
1.						
2.						
3.						
4.						
5.						

Dependencies	[Sets out the relationships between various tasks/deliverables”, i.e. tasks that require input from other tasks to be completed, or activities that can’t start until a previous activity is done. Dependencies will vary between SOW and may not be applicable]	
	Buyer:	
	1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.	
	2. DfE will be informed of any planned annual leave or absences of the Suppliers’ workers at the start of the SOW or at the earliest opportunity.	
	3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:	
	Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)	
	Supplier:	
1.		
2.		
3.		
4.		
5.		

3.5 Key Contacts

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

3.5.2 Table of Key Contacts:

Name	Role	Contact Details
------	------	-----------------

3.6 Call-Off Contract Charges

3.6.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

3.6.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:
Remainder of value under overall call-Off Contract Charge – overall Call-Off

Contract value – sum of total value of all SOWs invoiced; and

- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.6.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request.

3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

[Edit the table below as appropriate]

Performance Standard/Requirements	Description
All deliverables & outputs from this SoW must meet all requirements set out in the GDS Service Standards	<ul style="list-style-type: none">• The Service Standard• Apply the Service Standard in DfE
All services delivered to be GDPR compliant and in line with departmental policies	<ul style="list-style-type: none">• The GOV.UK Technology Code of Practice• The GOV.UK Service Manual• Guide to Data Protection ICO• Personal information charter - Department for Education - GOV.UK (www.gov.uk)• Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)• Internal DfE guidance on GDPR
All services to be delivered in line with the Agile methodology	<ul style="list-style-type: none">• GOV.UK Agile Delivery
All services to be delivered in line with the DfE technical standards	<ul style="list-style-type: none">• DfE Technical Guidance• DfE Architecture• DfE Technology Stack & Technical Guidance

All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework	<ul style="list-style-type: none"> • DDaT profession capability frameworks • Communities - Service Manual - GOV.UK (www.gov.uk)
All services to meet Accessibility standards	<ul style="list-style-type: none"> • Understanding accessibility requirements for public sector bodies • Understanding WCAG AA 2.2 • https://design.education.gov.uk/accessibility
All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner)	<ul style="list-style-type: none"> • GOV.UK Design System • User-centred design in DfE

3.8 Reporting and Communications

[This will make clear how often and in what format the Supplier is expected to report to the Buyer]

- 3.8.1 The Buyer and Supplier shall meet *[monthly, bi-monthly, etc – please choose as appropriate]* to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the *[please choose as appropriate]* of the Supplier and *[please choose as appropriate]* of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead and Contract Manager, who will be specified in section 3.5.
- 3.8.2 The content of the meeting will include, but not be limited to the below:
- Progress against each objective, highlighting any missed deliverables.
 - Any performance issues which need to be addressed.
 - Review of the exit plan & handover arrangements to ensure they remain fit for purpose.
- 3.8.3 *[Please choose as appropriate – i.e one week, one day]* prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

[This sets out the process in how any changes to deliverables or other aspects of the SOW will be agreed.]

- 3.9.1 As stated in the call-off contract, the Buyer has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Buyer will mutually agree a variation within five calendar days.

3.10 Termination

[This should reference the agreements in place in the overarching call-off, and the terms that were agreed. This acts as assurance that we are not committed to spend of the period the SOW covers]

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of **[five]** working days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

[This should stipulate the way in which DfE wish to ensure knowledge transfer and a smooth transition of services when the deliverables have been met and the service has been completed]

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

- 3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

3.13 Annex 1 – Data Processing

- [If the Data Processing arrangements for this statement of work are not adequately captured in the overarching contract (Joint Schedule 11) then both parties will need to agree and capture the data processing arrangements in the table below.
- If the data processing arrangement is appropriately captured in the overarching contract, please delete the following table and add the following 'As per contract agreement'.
- If there are no personal data processing requirements for this statement of work, please remove the following table and add 'Not applicable'.]

For the purposes of this statement of work, the following table will be amended to set out the processing activities 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"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <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,

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	<ul style="list-style-type: none"> [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] <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	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.]</p> <p>The nature of the Processing means 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) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]

3.14 Annex 2 – Other Supporting Documents