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

**Order Form**

CALL-OFF REFERENCE: CCTS24A38

CALL-OFF TITLE: Provision of Strategic Delivery Partner Digital

 Capability Services for DDS

CALL-OFF CONTRACT

DESCRIPTION: Provision of Digital and Transformation resource capability services.

THE BUYER: Crown Commercial Service (CCS)

BUYER ADDRESS 9th Floor, The Capital, Old Hall Street, Liverpool. L3 9PP

THE SUPPLIER: Olive Jar Digital Ltd

SUPPLIER ADDRESS: 4th Floor, 69 Wells Street, London, W1T 3QB

REGISTRATION NUMBER: **TBC**

DUNS NUMBER: **TBC**

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7th February 2025.

It’s issued under the Framework Contract with the reference number RM6263 for the provision of Digital Transformation Services and Resource Capability.

CALL-OFF LOT:

Lot 2

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, 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 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 Term
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 Sub-Contractors)
		+ 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 14B (Service Levels and Balanced Scorecard
		+ Call-Off Schedule 15 (Contract Management)
		+ Call-Off Schedule 16 Benchmarking)
		+ Call-Off Schedule 18 (Background Checks)
		+ Call-Off Schedule 20 (Call-Off Specification)
		+ Call-Off Schedule 26 (Secondment Agreement Template)
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:

None

CALL-OFF START DATE: 1st April 2025

CALL-OFF EXPIRY DATE: 31st March 2027

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF OPTIONAL

EXTENSION PERIOD: 6 months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 3 Months

CALL-OFF CONTRACT VALUE: £5,900,000.00 excluding VAT

# 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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is Estimated Charges in the first 12 Months of the Contract are £2.96m.

# CALL-OFF CHARGES

The Charging method(s) the Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

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.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law

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

Invoice and Purchase Order

# BUYER’S INVOICE ADDRESS:

##  supplierinvoices@crowncommercial.gov.uk

# BUYER’S AUTHORISED REPRESENTATIVE

Dominique Volante

Head of DDS Transformation Contract Service Management

9th Floor, The Capital, Old Hall Street

L3 9PP

# BUYER’S SECURITY POLICY <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

# SUPPLIER’S AUTHORISED REPRESENTATIVE

 **REDACTED TEXT under FOIA Section 40, Personal Information**

# SUPPLIER’S CONTRACT MANAGER

 **REDACTED TEXT under FOIA Section 40, Personal Information**

# PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

## REDACTED TEXT under FOIA Section 43 Commercial Interests.

# PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

# KEY STAFF

 **REDACTED TEXT under FOIA Section 40, Personal Information**.

# KEY SUBCONTRACTOR(S)

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

# COMMERCIALLY SENSITIVE INFORMATION

As specified in Joint Schedule 4 (Commercially Sensitive Information)

**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]

# MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard).

# ADDITIONAL INSURANCES

Not applicable

# GUARANTEE

Not applicable

# 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.

 **REDACTED TEXT under FOIA Section 40, Personal Information**.

execution by seal / deed where required by the Buyer].

**Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. 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)].

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

**Annex 1 (Template Statement of Work)**

| **1. STATEMENT OF WORK (“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 Contact.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:** |  |
| **SOW Title:** |  |
| **SOW Reference:** |  |

| **Call-Off Contract Reference:** |  |
| --- | --- |
| **Buyer:** |  |
| **Supplier:** |  |
| **SOW Start Date:** |  |
| **SOW End Date:** |  |
| **Duration of SOW:** |  |
| **Key Personnel (Buyer)** |  |
| **Key Personnel (Supplier)** |  |
| **Subcontractors** |  |

| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** |
| --- |
| **SOW****Deliverables Background** | *[Insert details of which elements of the Deliverables this SOW will address].* |
| **Delivery phase(s)** | *[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].* |
| **Overview of Requirement** | *[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].* |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:**Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team:☐* |

| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** |
| --- |
| **Outcome Description** |  |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

| **MS01** |  |  |  |
| --- | --- | --- | --- |
| **MS02** |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Delivery Plan** |  |
| **Dependencies** |  |
| **Supplier Resource Plan** |  |
| **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 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).**[**If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: *[insert if necessary]* **]** |
| **Cyber Essentials Scheme** | The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). |
| **SOW Standards** | [Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] |
| **Performance Management** | [Insert details of Material KPIs that have a material impact on Contract performance][Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)] |
| **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** | [Indicate: whether there is any requirement to issue a Status Determination Statement] |

| **Worker Engagement Status** | [Yes / No] [Insert details] |
| --- | --- |
| **[SOW Reporting Requirements:]** | **[**Further to the Supplier providing the management information detailed in 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:**]** |

| **4. CHARGES** |
| --- |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:* [Capped Time and Materials]
* [Incremental Fixed Price]
* [Time and Materials]
* [Fixed Price]
* [2 or more of the above charging methods]

***[Buyer to select as appropriate for this SOW]***The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **Rate Cards Applicable** | ***[Insert*** *SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]* |
| **Financial Model** | *[Supplier to insert its financial model applicable to this SOW]* |
| **Reimbursable Expenses** | [See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ][Reimbursable Expenses are capped at [£[Insert] [**OR** [**Insert**] percent ([X]%) of the Charges payable under this Statement of Work.][None]*[Buyer to delete as appropriate for this SOW]* |

| **5. 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 and titleDate Signature |
| **For and on behalf of the** | Name |
| **Buyer** | and title |
|  | Date |
|  | Signature |

**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:

| **Description** | **Details** |
| --- | --- |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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:* For personal data of the suppliers staff and personal data of CCS staff.

**The Supplier is Controller and the Relevant Authority is Processor***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* 3 *to paragraph 16* *of the following Personal Data:** ***N/A***

**The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:** ***N/A***

**The Parties are Independent Controllers of Personal Data*** ***N/A***
 |
| Duration of the Processing | *1st April 2025 – 31 st March 2027, plus further 6 month extension if utilised.* |
| Nature and purposes of the Processing | The nature of the Processing may include but not be limited to: 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. The purpose of the Processing may include but not be limited to: employment processing, statutory obligation, recruitment assessment, organisation reporting. |
| Type of Personal Data | The types of personal data may include but are not limited to:Name, office address, date of birth, office telephone number, organisation email address, grade. |
| Categories of Data Subject | The subject data may include but is not limited to:Staff (including consultants, and temporary workers), customers, suppliers, users of a particular service, e.g. website.  |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | Personal data shall be retained for long enough for it to be processed for its stated purpose. Personal data shall be destroyed when records have reached the end of their retention period, data must be disposed of securely and confidentially.All records containing personal information or sensitive policy information must be made either unreadable or so you cannot reconstruct it. |