

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

Order Form

CALL-OFF REFERENCE:	FSA742
CALL-OFF TITLE:	Data services and analytics for food and feed risks.
CALL-OFF CONTRACT DESCRIPTION:	The Development of Minimum Viable Products using data science to identify emerging food and feed risks.
THE BUYER:	Food Standards Agency
BUYER ADDRESS	Clive House, 70 Petty France, Westminster, SW1H 7EX
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	1 Kingdom Street, London, W2 6BD
NUMBER:	07195160
DUNS NUMBER:	216654505

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18 July 2022.

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 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 LOT(S):

Lot 1

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
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: 18 July 2022

CALL-OFF EXPIRY DATE: 17 July 2025

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL
EXTENSION PERIOD: 1 year

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 3 Months

CALL-OFF CONTRACT VALUE: Capped at £3,000,000

KEY SUB-CONTRACT PRICE: Not Applicable

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: N/A

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 at £750,000.

CALL-OFF CHARGES Call off Charges will be agreed for each statement of work, with the charging method being from the below: (1) Capped Time and Materials (CTM);

(2) Time and Materials (T&M);

(3) Fixed Price; or

(4) 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

None

PAYMENT METHOD

BACs Monthly in arrears

BUYER'S INVOICE ADDRESS:

Invoices shall be sent to [REDACTED] with a copy sent to [REDACTED]

All invoices must include a valid PO number, reference FSA742 and the Statement of Work Title.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Data

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

FSA Environmental Sustainability Strategy



FSA Environmental
Sustainability Strategy

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Associate Director

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Client Partner

[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly – exact date to be confirmed between FSA and Successful supplier

PROGRESS MEETING FREQUENCY

Quarterly – exact date to be confirmed between FSA and Successful supplier.

KEY STAFF

Key staff will be defined under each Statement of Work.

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

Cognizant view information about our staff, our customers and our prices as confidential.

MATERIAL KPIs

KPI's will be agreed between the FSA and Supplier for each individual Statement of Work.

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]
[REDACTED]
[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Appendix 1

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	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	FSA742 - Data services and analytics for food and feed risks.
Buyer:	Food Standards Agency

Supplier:	Cognizant Worldwide Limited
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	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/> <i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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MS01																		
MS02																		
Delivery Plan																		
Dependencies																		
Supplier Resource Plan																		
Security Applicable to SOW:	<p>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).</p> <p>[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]]</p>																	
Cyber Essentials Scheme	<p>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).</p>																	
SOW Standards	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p>																	
Performance Management	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th><th>Target</th><th>Measured by</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>			Material KPIs	Target	Measured by												
Material KPIs	Target	Measured by																
Additional Requirements	<p>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.</p>																	
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>			Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details																

Worker Engagement Status	[Yes / No] [Insert details]												
[SOW Reporting Requirements:]	<p>[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:</p> <table border="1"> <thead> <tr> <th>Ref.</th><th>Type of Information</th><th>Which Services does this requirement apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td>[insert]</td><td></td><td></td></tr> <tr> <td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> </tbody> </table> <p>1</p>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission										
1.	[insert]												
1.1	[insert]	[insert]	[insert]										

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> [Capped Time and Materials] [Incremental Fixed Price] [Time and Materials] [Fixed Price] [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<i>[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.]</i>

5. SIGNATURES AND APPROVALS
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>

Financial Model	<i>[Supplier to insert its financial model applicable to this SOW]</i>
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p><i>[Buyer to delete as appropriate for this SOW]</i></p>

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 title	
	Date	
	Signature	
For and on behalf of the Buyer	Name 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:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<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] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>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,</i> • [Insert] <i>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)</i>
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	<p><i>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]</i></p> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[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.]</i>
Plan for return and destruction of the data once the Processing is complete	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
UNLESS requirement under Union or Member State law to preserve that type of data	