

Framework Schedule 5 (Management Charges and Information)



Digital Outcomes and Specialists 5 (RM1043.7)

Core Terms and Framework Schedules

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

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

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: **17252**

Call-Off Title: **Department of Health and Social Care (DHSC) – Recruitment of User Research Participants**

Participant recruitment for regular user research activities

Call-Off Contract Description: **The digital transformation team at DHSC needs a specialist service to recruit participants to take part in regular user research activities.**

The Buyer: **DHSC on behalf of the Secretary of State for Health**

Buyer Address: **39 Victoria Street, London SW1H 0EU**

The Supplier: **Cyber-Duck**

Supplier Address: **Elstree House, 12 High Street, Elstree, WD6 3EP**

Registration Number: **04356226**

DUNS Number: **423685648**

SID4GOV ID: **[Insert if known]**

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [Insert date of issue].

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Digital Outcomes & Specialists 5

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties) – Not Used
 - Joint Schedule 8 (Guarantee) – Not Used
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility) - Not Used

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

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – Not Used
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – Not Used
 - Call-Off Schedule 15 (Call-Off Contract Management) – Not Used
 - Call-Off Schedule 16 (Benchmarking) – Not Used
 - Call-Off Schedule 17 (MOD Terms) – Not Used
 - Call-Off Schedule 18 (Background Checks) – Not Used
 - Call-Off Schedule 19 (Scottish Law) – Not Used
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – Not Used
 - Call-Off Schedule 25 (Ethical Walls Agreement) – Not Used
 - Call-Off Schedule 26 (Cyber Essentials Scheme) – Not Used

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

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

Call-Off Start Date: 29th September 2022

Call-Off Expiry Date: 29th May 2023

Call-Off Initial Period: **9 Months**

Call-Off Optional Extension Period: **4 Months**

Minimum Notice Period for Extensions: **1 Month**

Call-Off Contract Value: **£100,000**

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 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] [OR 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 £100,000

Call-Off Charges

1 Capped Time and Materials (CTM)

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

Payment will be made via BACS

Buyer's Invoice Address

Invoices will be sent by email to DHSC accounts payable team at the following email address: mb-paymentsqueries@dhsc.gov.uk

Buyer's Authorised Representative

[REDACTED]

[REDACTED]

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

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

Chief Commercial Officer

[REDACTED]

[REDACTED]

Elstree House, 12 High Street, Elstree, WD6 3EP

Supplier's Contract Manager

[REDACTED]

Client Manager

[REDACTED]

[REDACTED]

Elstree House, 12 High Street, Elstree, WD6 3EP

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Monthly within the first working week of the month

Key Staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Elstree House, 12 High Street, Elstree, WD6 3EP

Outside of IR35

Key Subcontractor(s)

Roots Research Ltd.

Commercially Sensitive Information

Redacted before contract published.

Balanced Scorecard

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

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):

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

Material KPIs	Target	Measured by

Additional Insurances

Not applicable

Guarantee

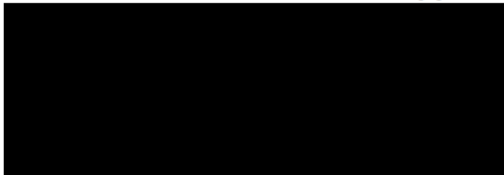
Not applicable

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

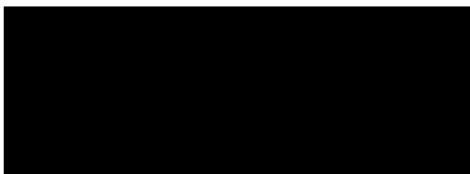
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Full Name:



Job Title/Role: Chief Delivery Officer

For and on behalf of the Buyer:

Full Name:



Job Title/Role: Procurement Manager

Date Signed: 30/09/2022

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

Appendix 1

[Insert] 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 template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

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

Annex 1 (Template Statement of Work)

1 Statement of Works (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 Contract.

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: 12th September 2022

SOW Title:

SOW Reference: SoW1

Call-Off Contract Reference: C76936

Buyer: DHSC on behalf of Secretary of State for Health

Supplier: Cyber-Duck

SOW Start Date: 12th September 2022

SOW End Date: 12th May 2022

Duration of SOW: 9 months

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]
[REDACTED]
[REDACTED]

Elstree House, 12 High Street, Elstree, WD6 3EP

Subcontractors:

Roots Research Ltd.

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

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

- Recruit users and set up rounds of user research with desired audience
- Fill in knowledge gaps about blockers and challenges of internal team
- Provide high quality, accessible and responsive research results
- Work effectively and efficiently with the internal team

Delivery phase(s): N/A

Overview of Requirement:

- Delivering high impact regular and scaling URR that involves recruiting users and setting up rounds of user research with desired audience

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Recruit users and set up rounds of user research with desired audience	Quality and quantity of users recruited is high	Dec 2022
MS02	Fill in knowledge gaps about blockers and challenges of internal team	Team is upskilled	Dec 2022
MS03	Provide high quality, accessible and responsive research results	URR results are high quality	Dec 2022
MS04	Work effectively and efficiently with the internal team	Good communication and collaboration with internal team	Dec 2022

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).

Cyber Essentials Scheme:

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

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (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]

Material KPIs	Target	Measured by

[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:

Key Role	Key Staff	Contact Details	Employment / Engagement Route (incl. inside/outside IR35)
Account Manager			N/A
Client Services Director			N/A
Project Manager			N/A

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £100,000

Cyber-Duck will issue proposals/fee breakdowns for each requirement, and submit invoices monthly in arrears.

Rate Cards Applicable:

Anticipated recruitment fees:

- [REDACTED]
- [REDACTED]
- [REDACTED]

This includes the [REDACTED] handling fee for handling incentives directly with participants.

Service/project management fee - [REDACTED]

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

[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.]

Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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

[Redacted Signature]

Full Name:

[Redacted Name]

Job Title/Role: Chief Delivery Officer

For and on behalf of the Buyer

Date Signed: 30/09/2022

[Redacted Signature]

Full Name:

[Redacted Name]

Job Title/Role: Procurement Manager

Date Signed: 30/09/2022

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

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	<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"> • Health data • Personal information
Duration of the Processing	Dependant on contract
Nature and purposes of the Processing	<p>The nature of the Processing: collection, recording, organisation, referencing, reporting personal data</p> <p>The purpose of the data: user research</p>
Type of Personal Data	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), health care professionals including drs, nurses and other allied health and support staff from primary and secondary care settings. 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	Upon contract completion, all data should be destroyed if possible or returned to DHSC.

