

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

Call-Off Ref: RM1043.8

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

Order Form

Call-Off Reference: RM1043.8

Call-Off Title: Website Development Support and Maintenance

Call-Off Contract Description: IfATE are looking for a supplier to provide developer resource for: Continuous improvement of existing website and associated services. Development resource for additional projects e.g. digital transformation. Website support and maintenance. This includes managing servers and deployment pipelines on Microsoft Azure. Scope to include migrations to latest Umbraco version if required during length of contract if necessary for security and performance.

The Buyer: The Institute for Apprenticeships and Technical Education (IfATE)

[REDACTED]

The Supplier: Method4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1/4/24.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

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

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

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

Call-Off Lot

Lot 1: Digital Outcomes

Call-Off Incorporated Terms

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

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

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- Call-Off Schedules for RM1043.8
 - 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)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) Not Applicable
 - Call-Off Schedule 18 (Background Checks) Not Applicable
 - Call-Off Schedule 19 (Scottish Law) Not Applicable
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) Not Applicable
 - Call-Off Schedule 23 (HMRC Terms) Not Applicable
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)]

5 CCS Core Terms (version 3.0.11)

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

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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specific Sprint/ Month periods if requested, within 2 working days

Call-Off Start Date: 1st April 2024

Call-Off Expiry Date: 31st March 2026

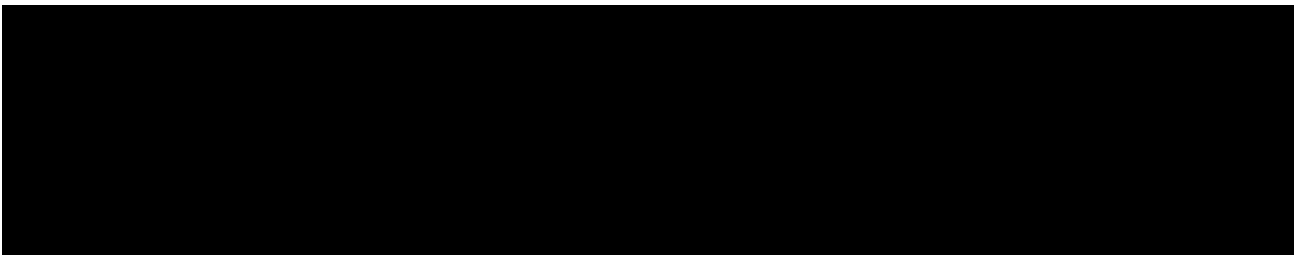
Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 12 Months

Minimum Notice Period for Extensions: 8 weeks

Call-Off Contract Value: Initial value £824,604 (excl. VAT) which can be extended via CCN

Call-Off Deliverables

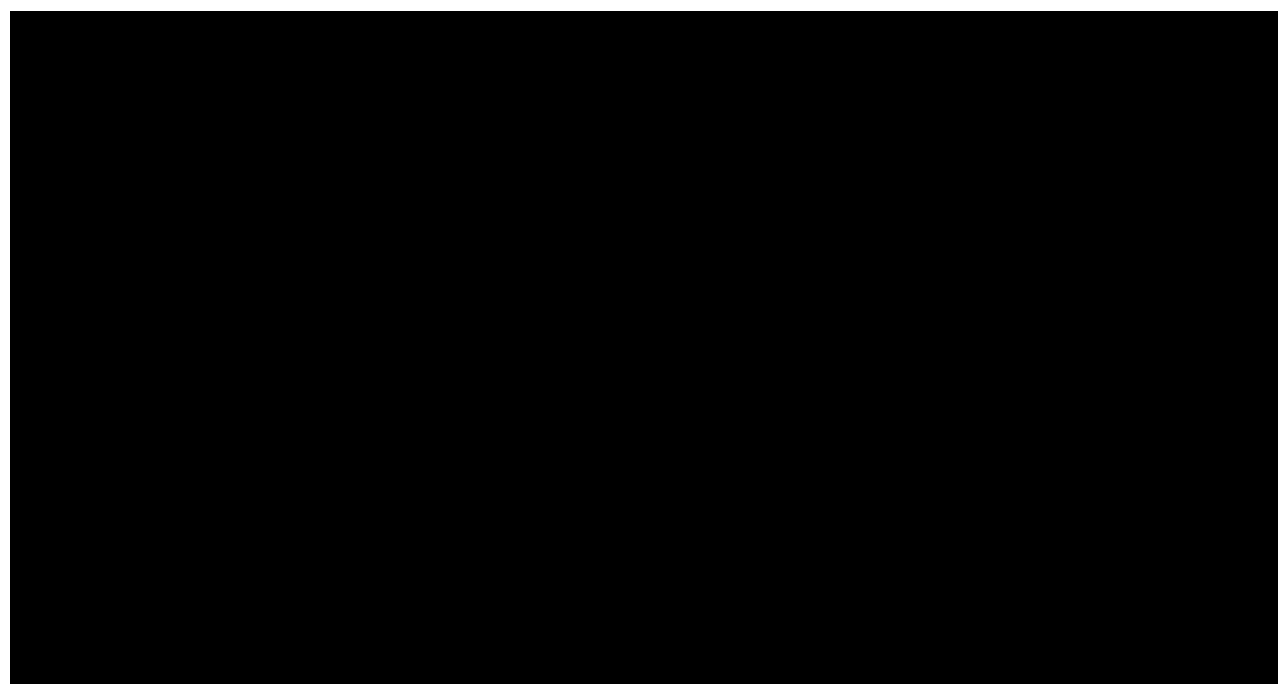


Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least [90 days] against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

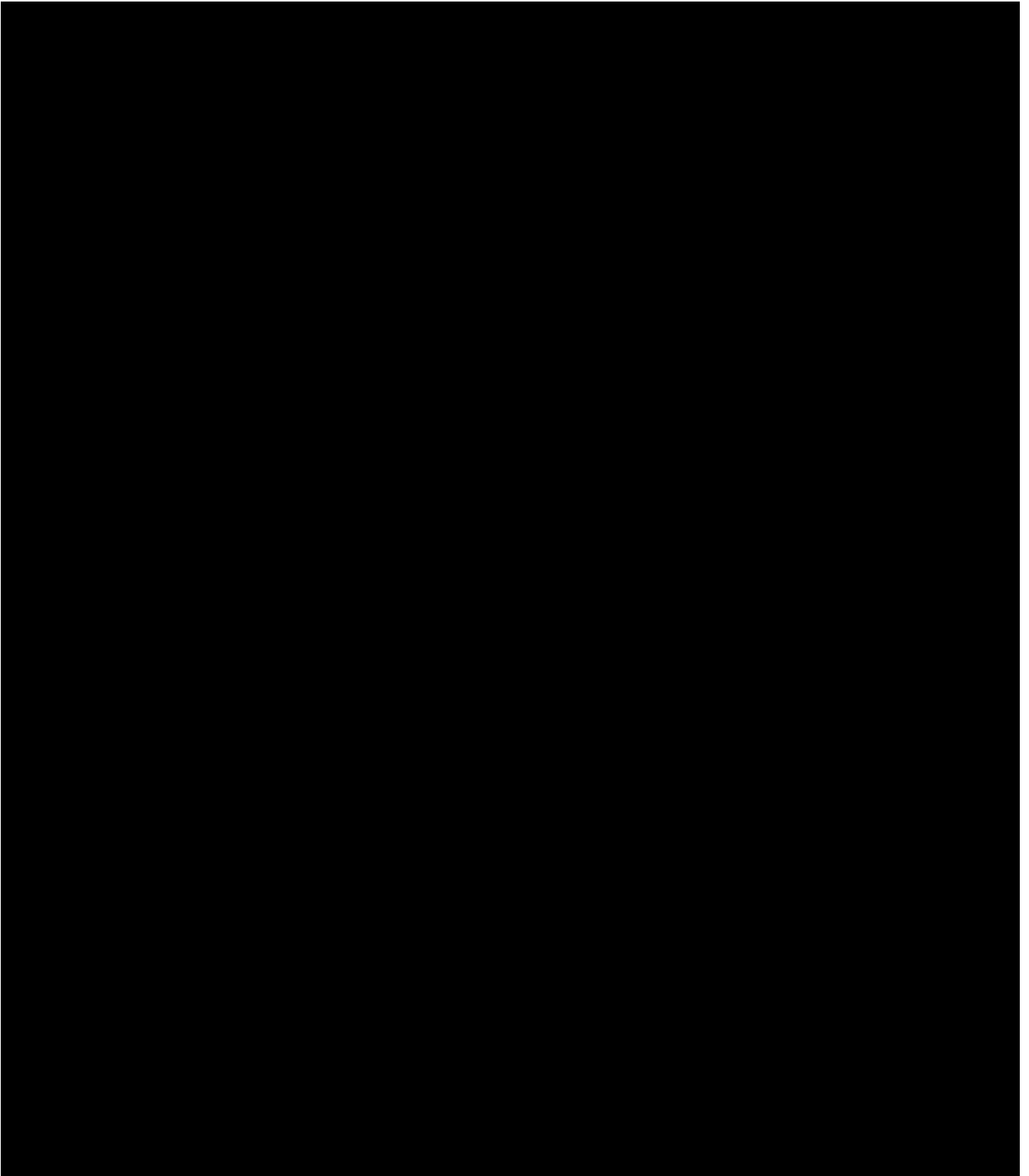
From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:



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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.

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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 £469,884

Call-Off Charges

1 Capped Time and Materials (CTM)

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).]

Reimbursable Expenses

None

Payment Method

Purchase Order - Supplier will invoice the buyer monthly (in arrears) on completion of each Statement of Work (SOW) or agreed payment milestone within a SOW.

Buyer's Invoice Address

[REDACTED]
[REDACTED]
[REDACTED]

Buyer's Authorised Representative

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

Buyer's Environmental Policy

[REDACTED]

Buyer's Security Policy

[REDACTED]

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Supplier's Authorised Representative

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

Supplier's Contract Manager

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

Progress Report Frequency

As per Statements Of Work (SOW).

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

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

Key Subcontractor(s)

Not Applicable (for the avoidance of doubt, any sub contractors engaged during the contractual term with agreement of the Contracting Authority will be covered by a CCN)

Commercially Sensitive Information

[REDACTED]

Balanced Scorecard

N/A

Material KPIs

For all KPIs see individual SOWs.

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Service Credits

Not Applicable

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:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role: Deputy Director

Date:

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)

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Annex 1

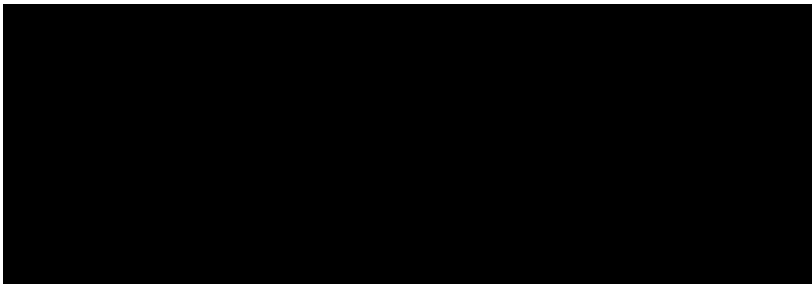
1 Statement of Works (SOW) Details

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.



Call-Off Contract Reference: RM1043.8 Website Maintenance and Development

Buyer: IFATE

Supplier: Method4

SOW Start Date: 01/04/2024

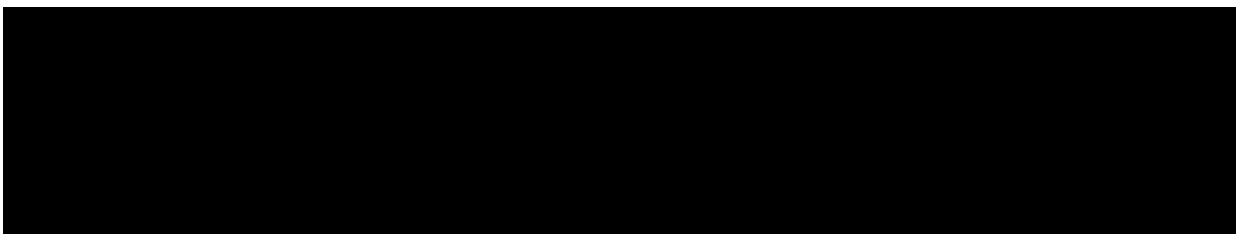
SOW End Date: 31/03/2025

Duration of SOW: 12 Months

Key Personnel (Buyer): 

Key Personnel (Supplier): 

2 Call-Off Contract Specification – Deliverables Context



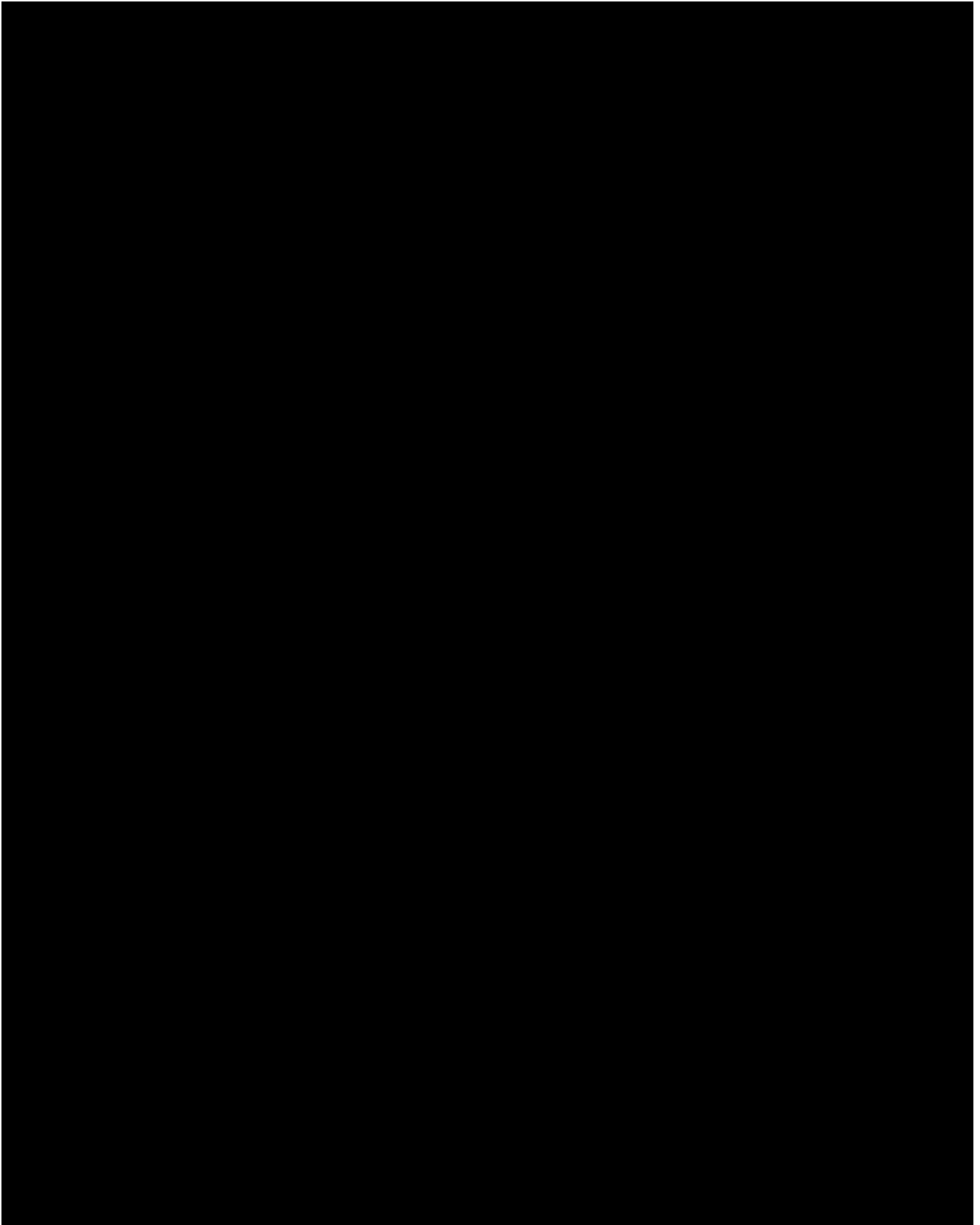
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3 Buyer Requirements – SOW Deliverables

Outcome Description:

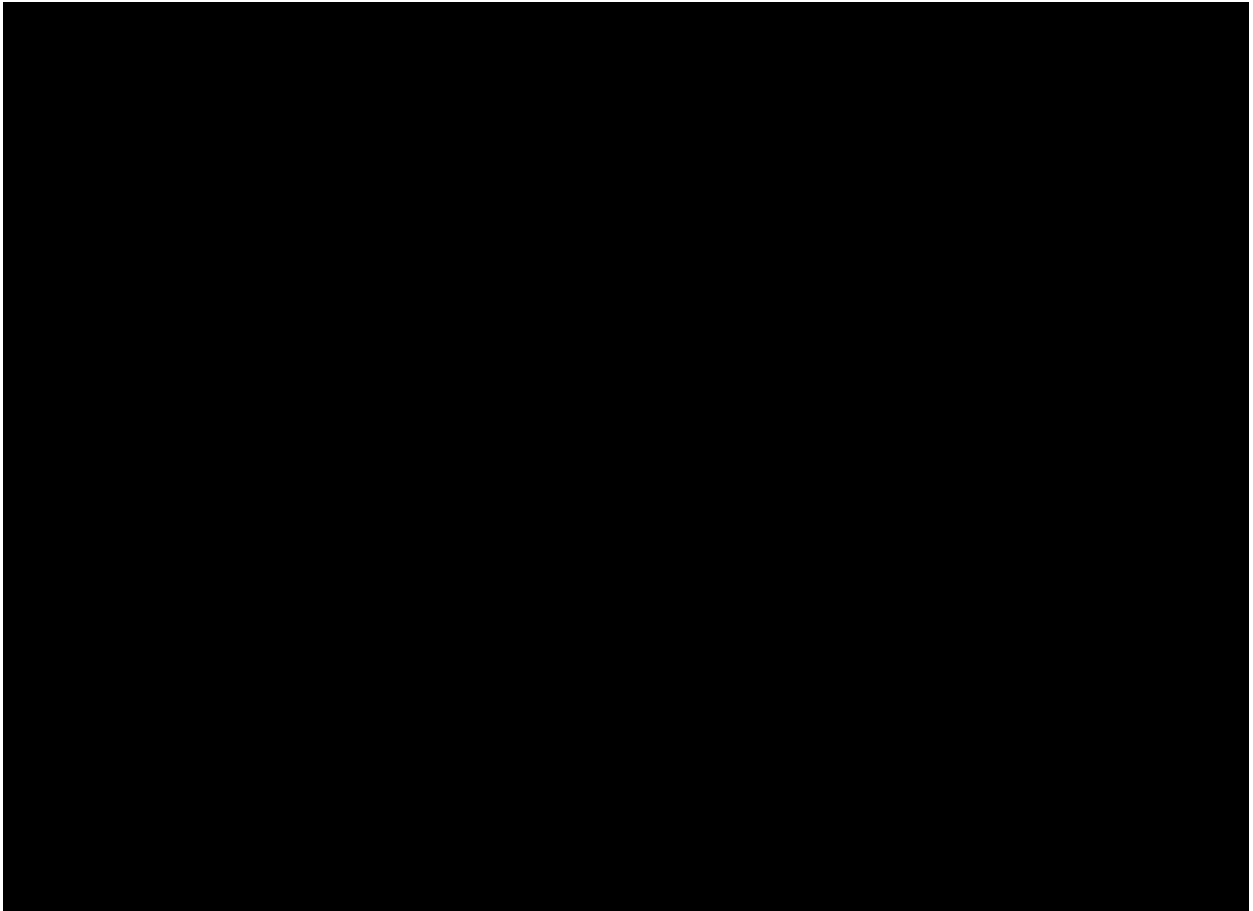


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Delivery Plan:



Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, comply to Part A of Call-Off Schedule 9 (Security).

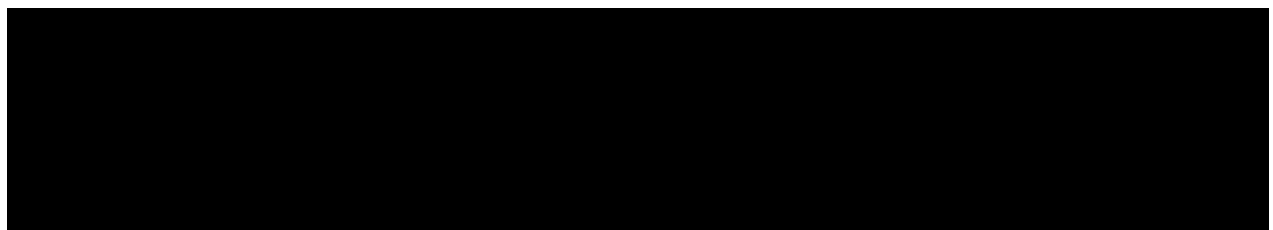
Cyber Essentials Scheme:

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).

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.

Performance Management:



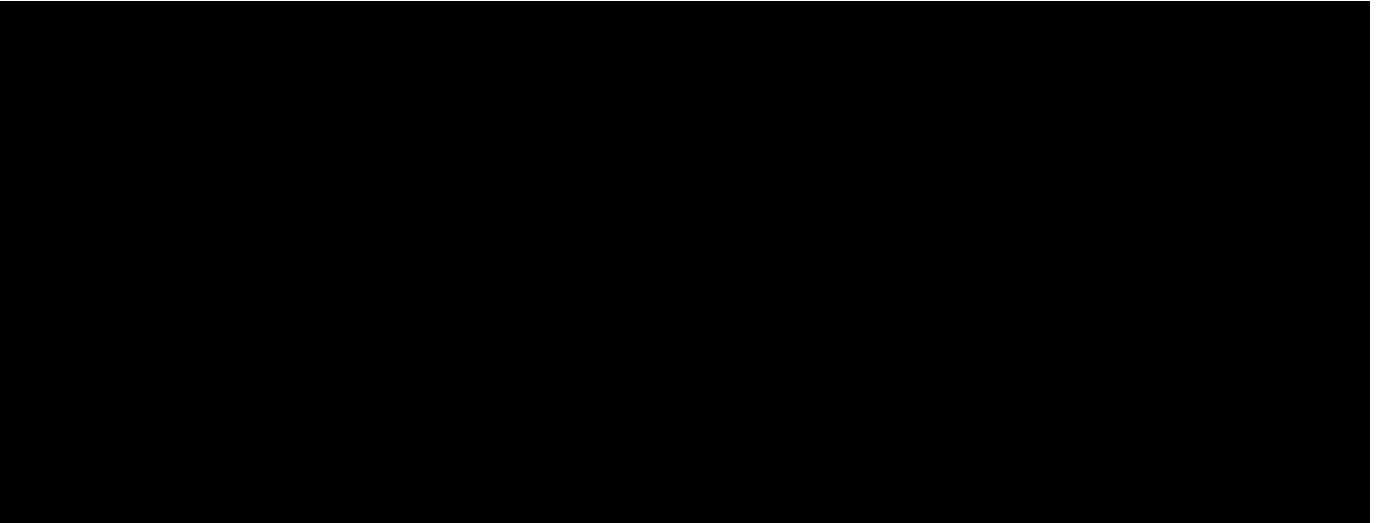
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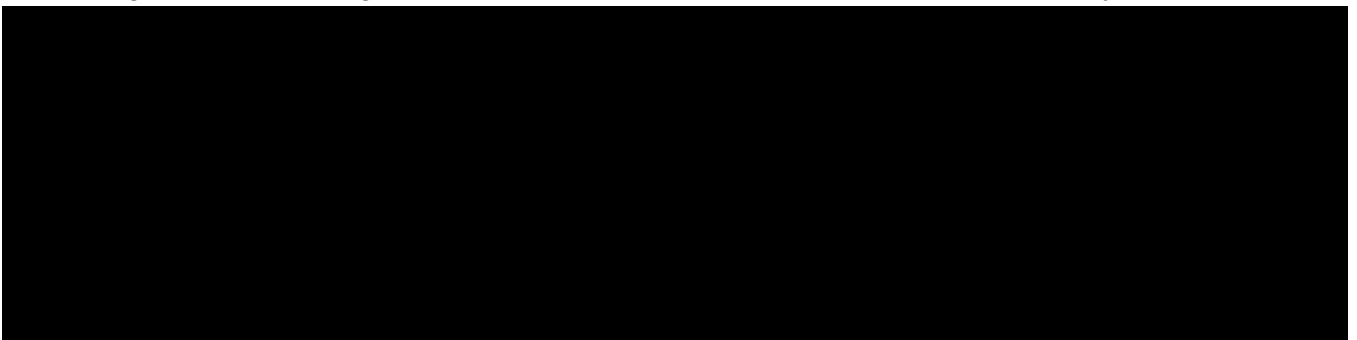


Key Supplier Staff:



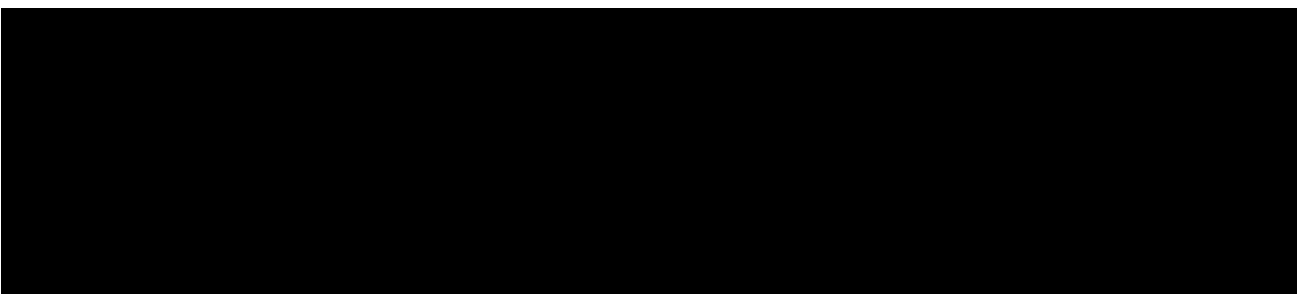
SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of 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:



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

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Reimbursable Expenses:

Reimbursable Expenses will not normally apply, however, in exceptional circumstances they may apply where specifically agreed by IfATE, as per IfATE Expenses policy.

<https://www.instituteforapprenticeships.org/developing-new-apprenticeships/resources/claiming-travel-costs/>

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: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

Signature: [REDACTED]

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Annex 1 (Template Statement of Work)

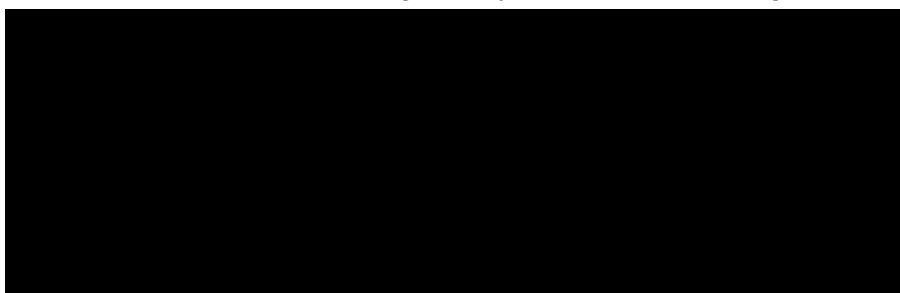
6 Statement of Works (SOW) Details

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.



Call-Off Contract Reference: RM1043.8 Website Maintenance and Development

Buyer: IFATE

Supplier: Method4

SOW Start Date: 01/04/2024

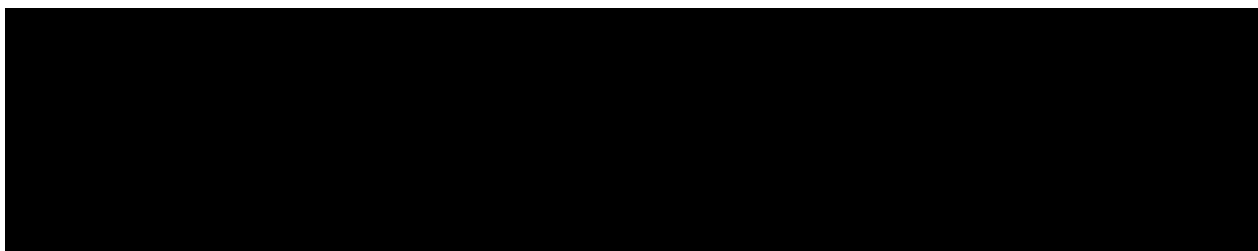
SOW End Date: 31/03/2025

Duration of SOW: 12 Months

Key Personnel (Buyer): 

Key Personnel (Supplier): 

7 Call-Off Contract Specification – Deliverables Context



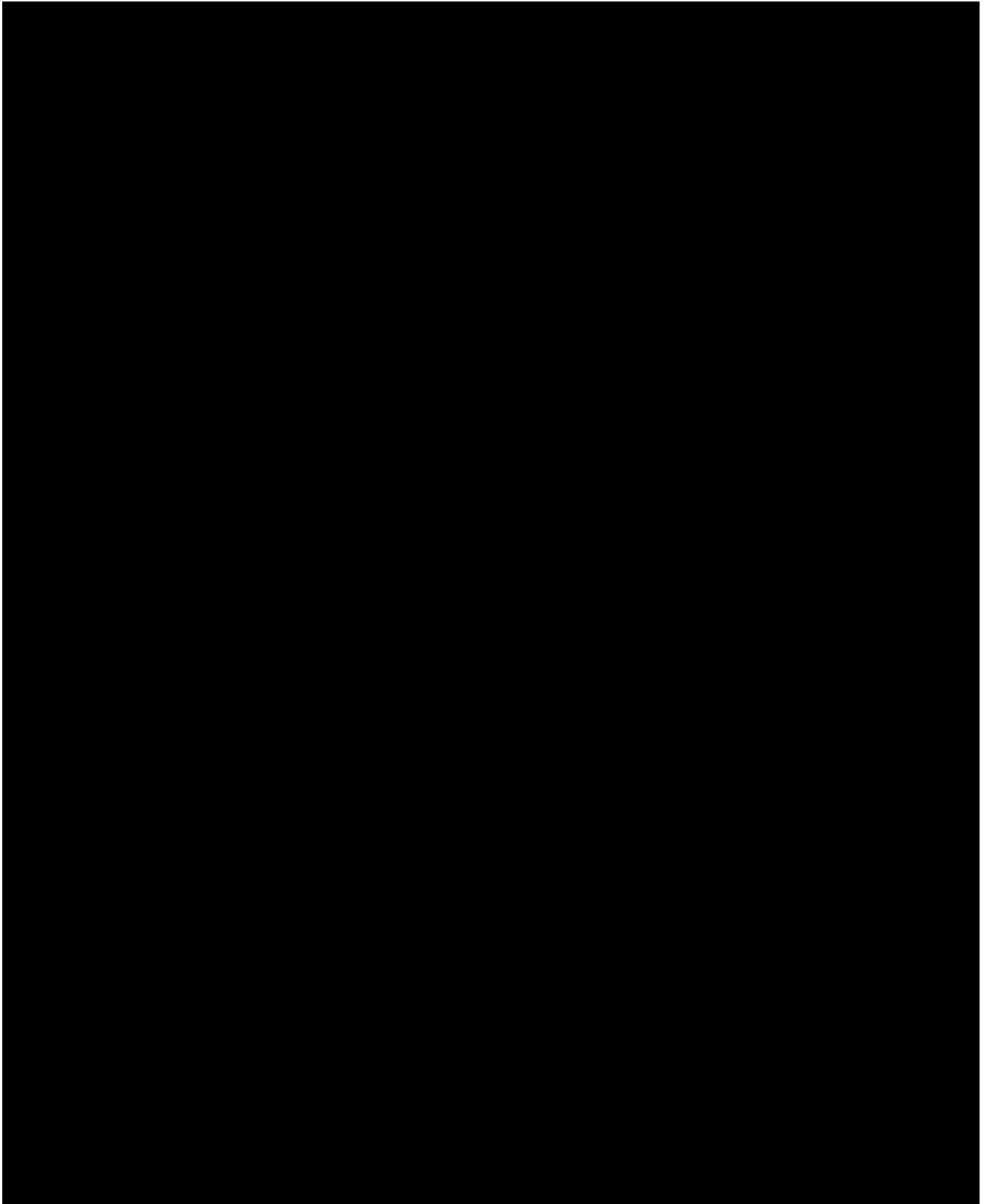
Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

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8 Buyer Requirements – SOW Deliverables

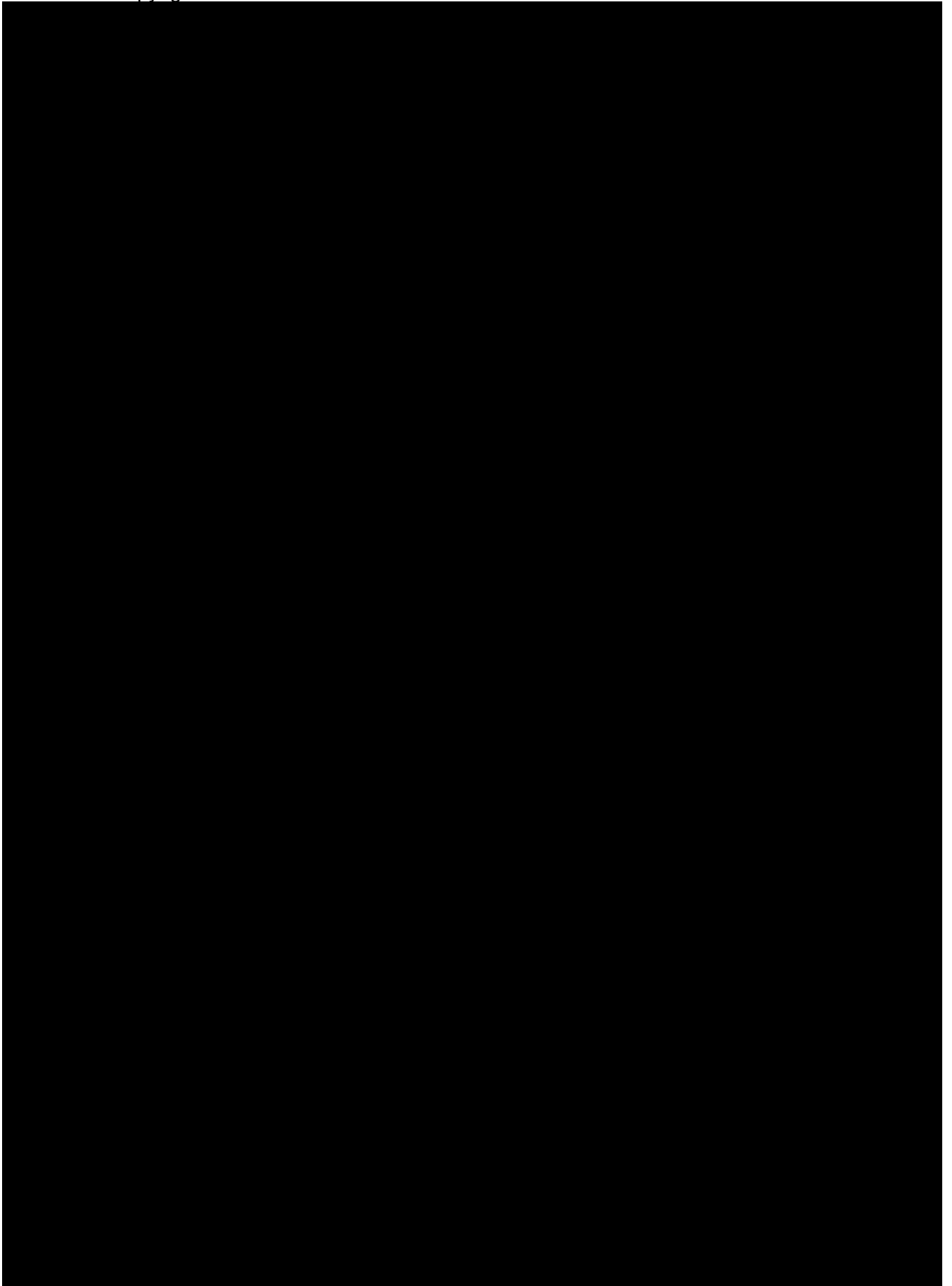
Outcome Description:



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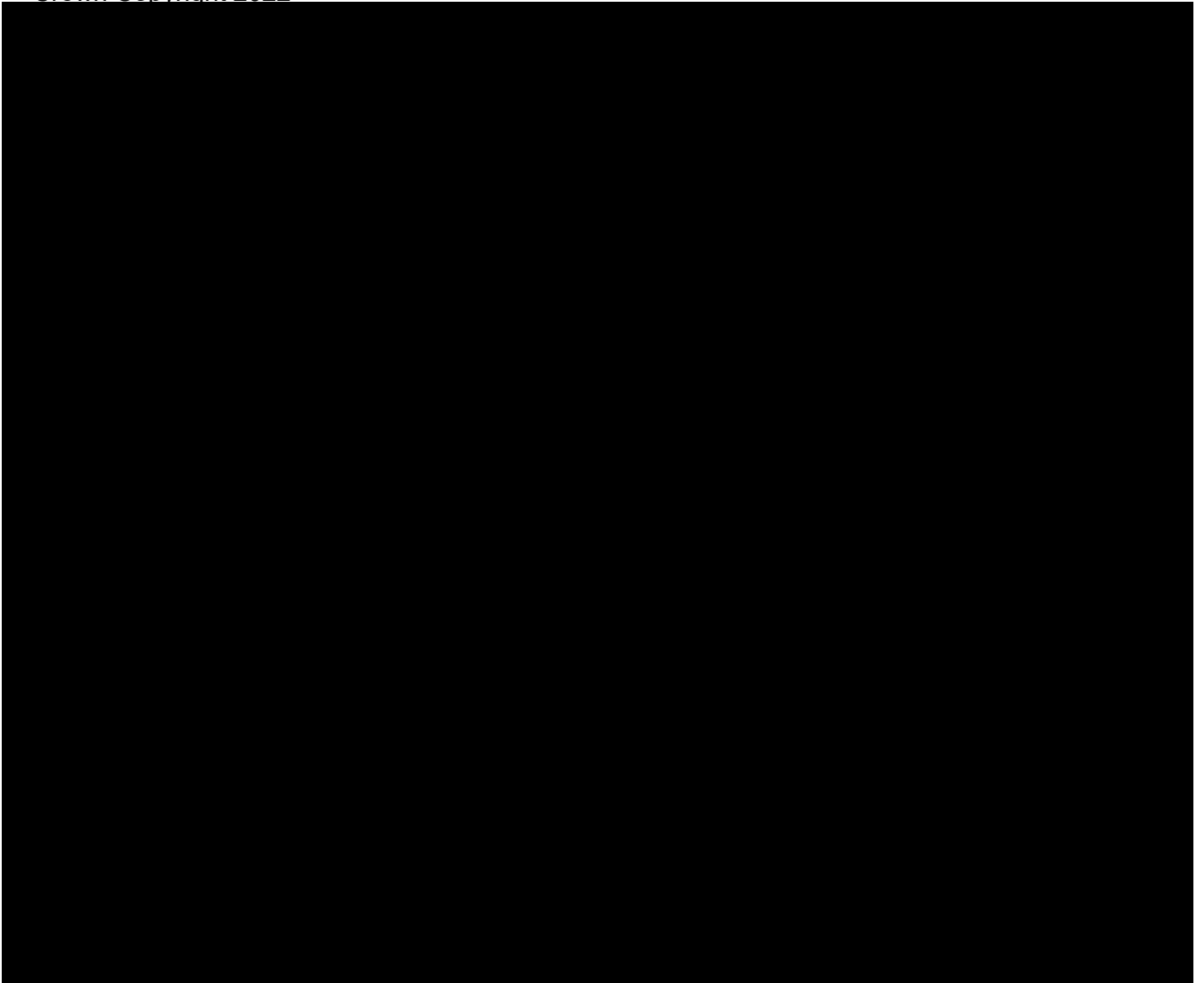
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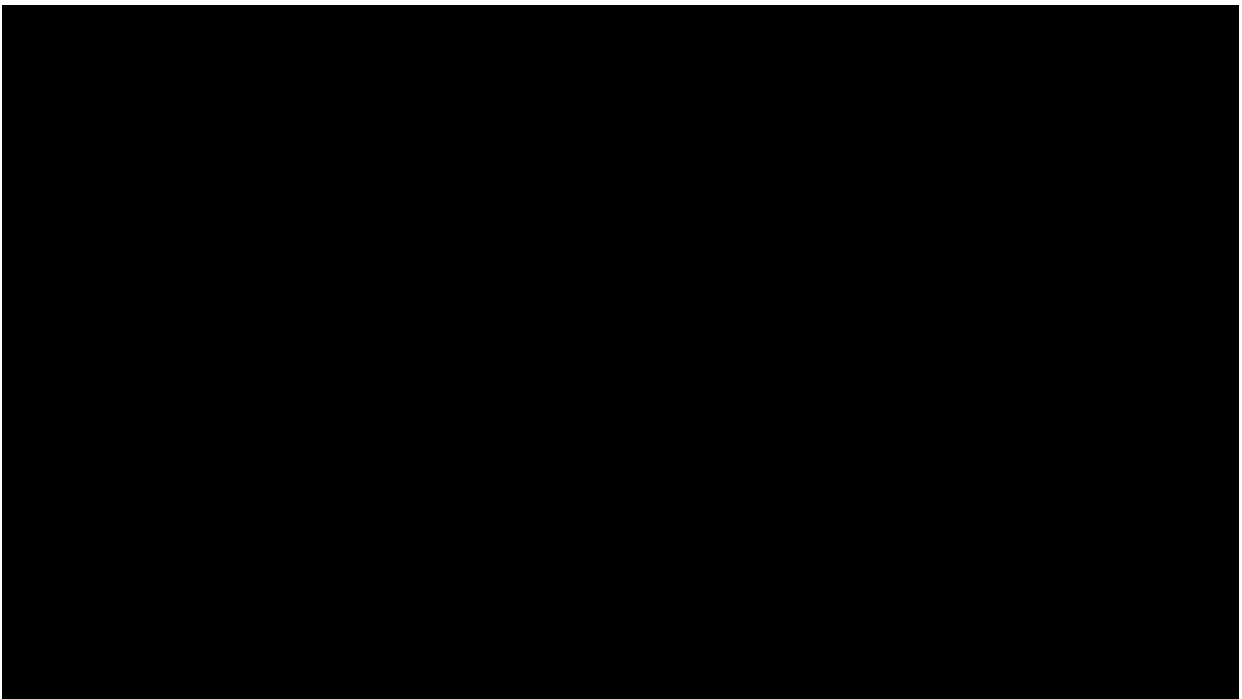
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Delivery Plan:



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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:

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of 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:

9 Charges

Reimbursable Expenses:

10 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: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

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Signature

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

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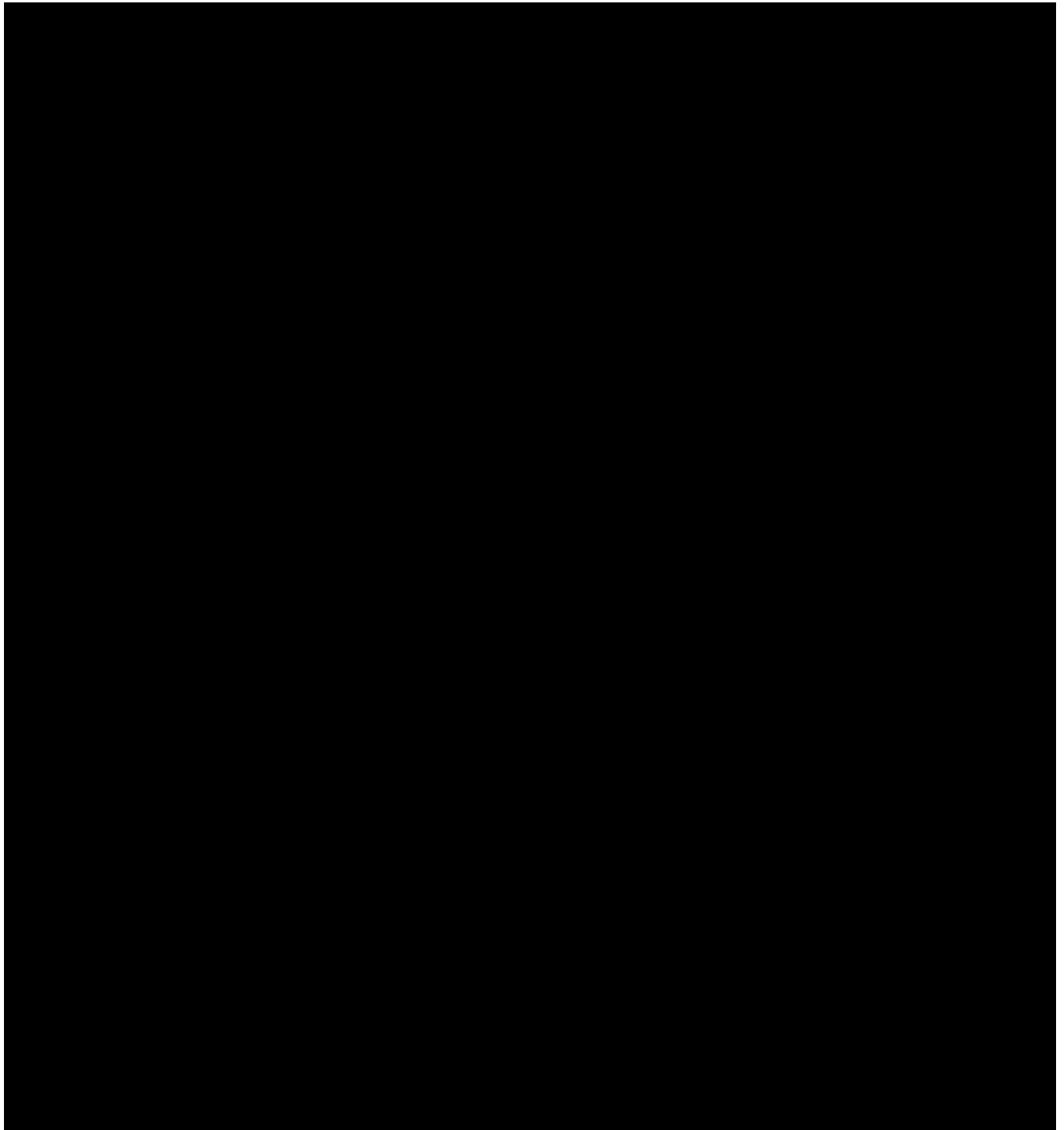
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Annex 1

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]



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