

# **Digital Outcomes and Specialists 5 (RM1043.7)**

# Framework Schedule 6 (Order Form)

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

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

#### **Order Form**

Call-Off Reference: STA 0301, DMP Ref: 16871

Call-Off Title: Digital Assessment Service

Call-Off Contract Description: Delivery and support of the development of the assessment

services; creating assessments and delivering trials for Digital RBA

The Buyer: Department of Education

Buyer Address: Sanctuary Building, Great Smith Street, Westminster, London, SW1P 3BT

The Supplier: Hippo Digital Limited

Supplier Address: First Floor, Aireside House, 24-26 Aire Street,

**Registration Number:** 09877239

**DUNS Number: 221253893** 

SID4GOV ID: N/a

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 6th June 2022.

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.

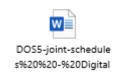
#### Call-Off Lot

#### <u>Lot 1 – Digital Outcomes</u>

#### **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)
- Joint Schedule 8 (Guarantee) not used
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) RM1043.7
- Joint Schedule 12 (Supply Chain Visibility)



- 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)
  - o 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)
  - o Call-Off Schedule 14 (Service Levels and Balanced Scorecard) not used
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 16 (Benchmarking) not applicable
  - Call-Off Schedule 17 (MOD Terms) not applicable
  - Call-Off Schedule 18 (Background Checks) not applicable see Special Term 5 of this Framework schedule 6 Order Form
  - Call-Off Schedule 19 (Scottish Law) not applicable
  - o Call-Off Schedule 20 (Call-Off Specification)
  - o Call-off Schedule 21 (Northern Ireland Law) not applicable
  - Call-Off Schedule 25 (Ethical Walls Agreement) not applicable
  - Call-Off Schedule 26 (Cyber Essentials Scheme) applicable (and in accordance with the DfE Library of Special Clauses
- 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:

**Special Term 1** - All Intellectual Property Rights (as defined) in the Project-Specific IPRs and the Deliverables shall vest in the Buyer unconditionally and immediately upon their creation. The Supplier shall procure all necessary permissions or licence from relevant third parties as necessary to allow the Buyer to receive the Services and use the Deliverables.

Special Term 2 - DfE shall have the right to terminate the Call-Off Contract at any time, by

giving 28 days written notice to the Supplier, and DfE's liability there to shall be limited to costs reasonably incurred by the Supplier up until the termination date only. Suppliers must confirm acceptance of this term.

**Special Term 3** - The supplier will be given sufficient notice of any proposed change to the previously specified location and invited to resubmit a pricing schedule presenting any associated costs.

**Special Term 4** - The supplier will be afforded applicable levels of support and resource by the buyer, such to assure effective delivery of the service. The supplier shall inform the buyer's Product Owner immediately, for due consideration and escalation, if, at any time, levels of support and resource are not considered accordingly sufficient.

**Special Term 5** – Special Clauses (GDPR and DfE Security Standards)

DfE Library of Special Clauses:

- UK General Data Protection Regulation
- Departmental Security Standards



Departmental Security Standards .d

#### **Special Term 6** – BPSS Security Checks & Relevant Convictions

- All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Security checks relevant to supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract.
- 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, following disclosure under this clause, is entirely at the Buyer's sole discretion.
- 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 discloses 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.
- 4. Where the Buyer decides that Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 2 and/or 3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call-Off Contract."
- 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 7 - Overseas Working

- 1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
- 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.
- 3. Contractors can work remotely, or from the Supplier's premises, or from the Buyer's premises.

Call-Off Start Date: 06 June 2022 Call-Off Expiry Date: 31 May 2024

Call-Off Initial Period: 1 year and 10 months
Call-Off Optional Extension Period: 5.5 months
Minimum Notice Period for Extensions: 28 days

Call-Off Contract Value: £6,498,740

#### **Call-Off Deliverables**

Overall contractual requirements are outlined in the contract advert:

https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/16871

Deliverables will be defined by each Statement of Work (SoW)

#### **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:

 The service provider must comply with Digital Service Standard – Technology Code of Practice

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 £2.8M

#### **Call-Off Charges**

Capped Time and Materials (CTM)Rate Card



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**

Any expenses will be detailed in individual Statements of Work.

# **Payment Method**

The method of payment for the Call-Off Contract Charges	The payment method for this Call-Off Contract is BACS		
Invoice (including Electronic Invoice) details	The supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and replaced in its entirety with a valid invoice.		
Who and where to send invoices to:	Named individual from Buyer to review invoices and receipt goods:  Once the Buyer has confirmed back to the Supplier the receipt of goods, electronic invoices must be sent as PDFs by the Supplier copying in ensuring cross reference of PO number to ensure prompt payment in accordance with terms.		
Invoice information required –e.g. PO, project ref, etc	All invoices must include:  A reference to the PO (TBA)  The correct sum in £ sterling  The correct terms of services/goods supplied  A unique invoice number  A valid purchase order number including the pre-fix: STA-PO  Correct supplier details, date, and contact details		
Invoice frequency	The supplier will send electronic invoices monthly in arrears.		

# **Buyer's Authorised Representative**

Name

Role

Phone

E-mail

Address

Cheylesmore House
5 Quinton Rd, Coventry CV1 2WT

#### **Supplier's Authorised Representative**

Name
Role
Phone
E-mail

Address First Floor, Aireside House24 Aire Street Leeds, LS1 4HT

**Supplier's Contract Manager** 

Name
Phone
Role
E-mail

Address First Floor, Aireside House24 Aire Street Leeds, LS1 4HT

#### **Progress Report Frequency**

To be agreed with supplier at the point of each Statement of Work to be called off under this contract. Service reports shall be submitted 48 hours ahead of monthly review meetings.

#### **Progress Meeting Frequency**

To be agreed with supplier at the point of each Statement of Work to be called off under this contract but shall be undertaken at least monthly.

#### **Key Staff**

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Name	Role	Details
	Director of Client Experience	
	Head of Legal	
	Chief Financial Officer	

#### **Key Subcontractor(s)**

Not applicable – the Supplier is not using any Subcontractors or Partners in the delivery of the Services.

#### **Commercially Sensitive Information**

Supplier's Commercially Sensitive Information

- Supplier proposal and Statement of Works.
- Details of rate card and costings.
- Names of team members and other personal identifying information

#### **Balanced Scorecard**

See Annex 2 to this document

#### **Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract:

KPI#	Material KPIs	Activities	Target	Measured by
1	Performance to Pay Process	Accurate and complete invoices are submitted in timely manner	Green RAG status	Balanced Scorecard
2	People	Successful recruitment and placement of resources meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills by identifying issues early and, in a timely fashion, addressing any deficits.	Green RAG status	Balanced Scorecard
3	Partnering Behaviours and Added Value	Supplier positively promotes collaborative working relationships within and across teams by acting in a transparent manner. Supplier show commitment to Buyer goals through adding value over and above provision of compensated personnel.	Green RAG status	Balanced Scorecard
4	People in place	All supplier resources are delivering services for the contract are performing to the expected standard for the skill set supplied	Green RAG status	Balanced Scorecard

Please see balanced scorecard in Annex 2

#### **Additional Insurances**

Not applicable

#### Guarantee

Not applicable

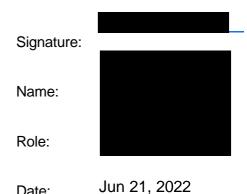
#### **Social Value Commitment**

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:



Date:

#### For and on behalf of the Buyer:

Signature: Name: Role:

Date: Jun 21, 2022

#### **Appendix 1 (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 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.

**SOW Title: RBA TPT and Service Design** 

**SOW Reference: DAS\_SOW\_01 (Supplier Ref:** STA.2022.SOW001.Digital Assessment Service)

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Call-Off Contract Reference: STA 0301

**Buyer: Department for Education** 

**Supplier: Hippo Digital Limited** 

SOW Start Date: 06 June 2022

**SOW End Date: 30 September 2022** 

**Duration of SOW: 85 working days** 

Key Personnel (Buyer):

**Key Personnel (Supplier):** 

Subcontractors: N/A

#### 2 Call-Off Contract Specification – Deliverables Context

#### **SOW Deliverables Background:**

This SOW covers delivery of RBA into Technical Pre-Test in September, the continuation of the Transformation Discovery and mini discovery on RBA Operational Delivery.

#### Delivery phase(s):

Private Beta

Overview of Requirement: Delivery

3 Buyer Requirements – SOW Deliverables

### **Outcome Description:**

- The Digital Assessment Service successfully supports the delivery of RBA TPT.
- An agreed high level service design for test development and delivery is agreed by STA Digital Board
- An agreed service design for operational delivery of RBA

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	TPT Development Complete	All development required for TPT delivery has been completed, tested and product owner signed off.	5 <sup>th</sup> July 2022
		Automated testing strategy documented	
		Automated testing (including business acceptance support)	
MS02	TPT Go live	Service enables live delivery for go live of 19 <sup>th</sup> September 2022	19 <sup>th</sup> September 2022
MS03	Refined service design completed	Second iteration of service design for test development and test delivery complete.	30 <sup>th</sup> September 2022
		Further rounds of concept development	
		Further rounds of user research	
		Updated user journeys	

MS04	RBA operational delivery design agreed	RBA service design agreed  User journeys defined	30 <sup>th</sup> September 2022
		Process maps drafted	

#### **Delivery Plan:**

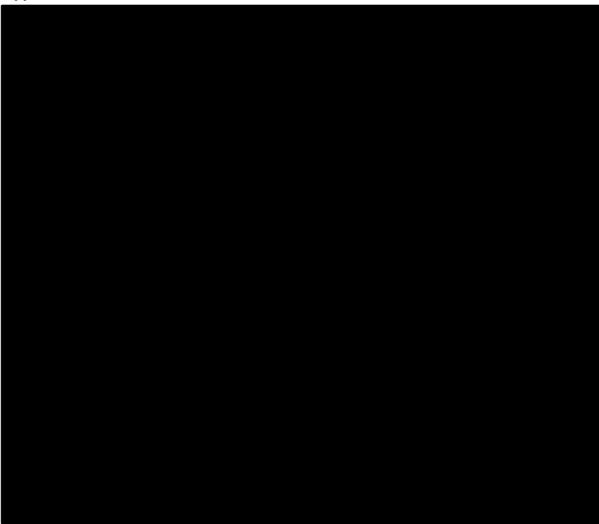
Following agile methodology and delivery:

- Work in 2-week sprints
- Embed agile ceremonies/schedule show&tells as assurance tools/transparency/engagement across wider STA/DfE
- Set-up virtual/physical space, visually tracking progress, e.g. user journeys/kanban/risks, dependencies/blockers
- Utilise agile delivery management/methods to manage work, including prioritisation/backlog management/monitoring workflow
- Use continual/proven GDS assessment methodology to track progress/ensure standards met/assessments passed.

#### Risks:

Risk	Impact	Proposed mitigation(s)
Difficulty recruiting user research participants	Impacts understanding of users needs, understanding of user journeys and pain points	<ul> <li>Provide UR participant incentives</li> <li>Schedule UR at more accessible days/times to increase uptake</li> <li>Continue to schedule remote UR sessions if appropriate</li> </ul>
Limited availability and contribution of internal users	May impact ability to iterate and/or validate feasibility of iterations of service and RBA operational service design.	<ul> <li>STA Head of Digital to engage stakeholders to assist stakeholder buy-in and contribution</li> <li>Schedule sessions at most convenient timings</li> <li>STA to review scope/plan if needed</li> </ul>

# 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:**

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:**

Not applicable

#### **Performance Management:**

KPI#	Material KPIs	Activities	Target	Measured by
1	Performance to Pay Process	Accurate and complete invoices are submitted in timely manner	Green RAG status	Balanced Scorecard
2	People	Successful recruitment and placement of resources meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills by identifying issues early and, in a timely fashion, addressing any deficits.	Green RAG status	Balanced Scorecard
3	Partnering Behaviours and Added Value	Supplier positively promotes collaborative working relationships within and across teams by acting in a transparent manner. Supplier show commitment to Buyer goals through adding value over and above provision of compensated personnel.	Green RAG status	Balanced Scorecard
4	People in place	All supplier resources are delivering services for the contract are performing to the expected standard for the skill set supplied	Green RAG status	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	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)



STA has confirmed that IR35 will be applicable

#### **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 Not applicable.

#### 4 Charges

#### **Call Off Contract Charges:**

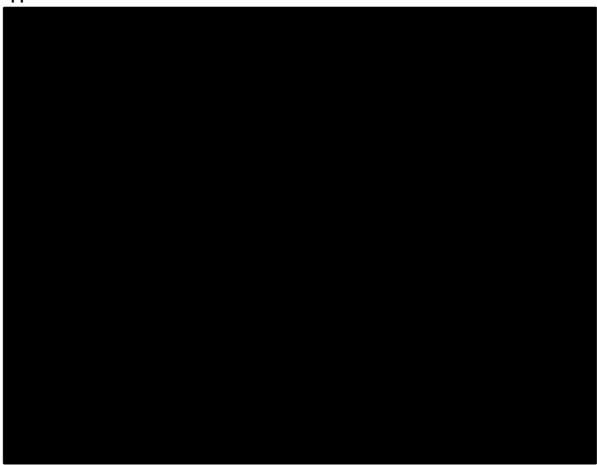
The applicable charging method(s) for this SOW is:

#### **Capped time and materials**

The estimated maximum value of this SOW (irrespective of the selected charging method) is

#### excluding VAT. Rate Cards





## **Reimbursable Expenses:**

Reimbursable Expenses are capped at £10,000 payable under this Statement of Work.

## 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	d on behalf	of the	Supplier
Name:			

Title: Chief Financial Officer
Date:
Signature:
For and on behalf of the Buyer
•
Name:
•
Name:
Name: Title:

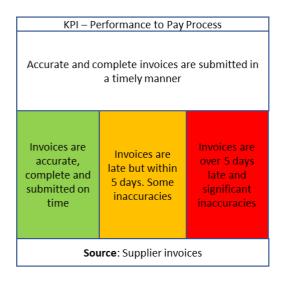
# Annex 1

**Data Processing** 

Description	Details		
Identity of Controller for each Category of	The Relevant Authority is Controller, and the Supplier is Processor		
Personal Data	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 Personal Data		
	The project aims to provide the technical digital service supporting access to the development and delivery of all digital assessments.		
Duration of the	For the duration of the agreement (incl. possible extension period)		
Processing	Any personal data will be processed under GDPR Article 6, 1(e) and Article 9,2 (g) for special category data. The Education (School Performance Information) (England) Regulations 2007 & The Education (Pupil Information) (England) Regulations 200		
Nature and purposes of the Processing	The Assessment Service itself will act as the hosting platform for other information assets and will provide a gateway for access to both paper-based and digital assessment services, initially the Reception Baseline Assessment (RBA). Each test and assessment service that is added to the platform will undergo its own security and data assurance processes, including DPIA. The test applications ('apps') hosted on the platform – for example RBA - will contain (depending on the purpose of the app.) pupil personal and results data (personal data to be sourced from the national school census or added by schools, such as access arrangement requirements), other sensitive data/information that will be held will in time include individual test items (i.e. questions) held in an 'item bank'; completed KS1 and KS2 test forms (i.e. question papers) and marking schemes for download and use by schools; item trialling information; archived (for research purposes) pupil tests results and trial coding outcomes. In time the platform may also host a marker database, and marker eadministration areas and other STA digital services. User-based access control will be used to ensure appropriate data is only available to relevant, authorise STA staff or external users. For example, schools will have access to data on their own pupils, markers will see the test scripts for pupils whose tests they are marking (though not the pupil information.		
Type of Personal Data	Data fields used are as follows:		
	Pupil Data:		
	• first name		
	• surname		
	middle name		
	• DOB		
	Gender		

	Unique Pupil Number (UPN)
	National curriculum year
	Enrolment status
	School (i.e. Establishment) DfE Number
	KnownAs Forename
	KnownAs Surname
	• EAL
	Practitioner Data – Email Address
	User Data – Email Address
	DASP will also hold data on the assessment that will be delivered to children, including test development data held in the item bank, and complete assessments ready to be delivered. The item bank is to be STA's repository of test questions. Components on the platform will hold and process data on behalf of the assessment. Pupil, practitioner and user data will all be stored within the resources that DASP controls.
Categories of Data Subject	Pupils, School Users, Internal Users, External Reviewers
Plan for return and destruction of the data once the Processing is complete	Data retention policies will be implemented in line with Data Protection Act 2018
UNLESS requirement under Union or Member State law to preserve that type of data	

#### Annex 2 - Balance Score Card





Source: Collective feedback

# Hippo Digital



