

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: 39887

Call-Off Title: National Underground Asset Register (NUAR) - utilities data and product specialist.

Call-Off Contract Description: The National Underground Asset Register is a government commitment in the Geospatial Commission 2030 Strategy and will be fully operational by the end of 2025. A client-side digital outcomes specialist is required to help develop and implement the NUAR product backlog and data model.

The Buyer: Department for Science, Innovation and Technology

Buyer Address: 100 Parliament Street, London, SW1A 2BQ, United Kingdom

The Supplier: Utility Information Services Ltd

Supplier Address: 93 Sycamore Road, East Leake, Loughborough, Leicestershire, LE12 6PR, United Kingdom

Registration Number: [REDACTED]

DUNS Number: [REDACTED]

SID4GOV ID: [REDACTED]

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

Call-Off Ref: RM1043.8

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd April 2024.

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 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)

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

Call-Off Ref: RM1043.8

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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 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - 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

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 Ref: RM1043.8

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Call-Off Start Date: 2nd April 2024

Call-Off Expiry Date: 1st April 2025

Call-Off Initial Period: 1 year

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: up to £335,947.20 (incl. VAT) (day rate [REDACTED])

Call-Off Deliverables

- Provide subject matter expertise on the use of data in the underground excavation sector.
- Prioritise the backlog for development work, organising sprints and assuring work of the development team.
- Lead on technical requirements for service transition - including the move of the service to a third-party provider.
- Lead on the implementation of the future data currency model.
- Ensure the tests of future use cases are feasible in the test environment and identifying any risks to their deployment in a live environment.
- Lead on security for NUAR - including liaison with National Protective Security Authority and National Cyber Security Centre, and the integration with either the DSIT or a new Security Operations Centre.
- Lead on the communication of NUAR's data model to the wider sector, including professional bodies. Developing and implementing the NUAR Data Model, product backlog, sprint cycles and will help with data & architectural modelling.
- Embedding knowledge and best practice within the NUAR 'One Team' Delivery unit.

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:

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.

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

Call-Off Ref: RM1043.8

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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

[REDACTED]

Call-Off Charges

Capped Time and Materials (CTM) with maximum daily cap: [REDACTED]

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

The payment method for this Call-Off Contract is BACS.

The payment profile for this Call-Off Contract is monthly in arrears.

The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Buyer's Invoice Address

FAO: [REDACTED]

Department for Science, Innovation and Technology

[REDACTED]
[REDACTED]
[REDACTED]

A copy of the invoice should be emailed to:

[REDACTED]

[REDACTED]

A Purchase Order number will be sent to the supplier in due course.

Buyer's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

100 Parliament Street, London, SW1A 2BQ, United Kingdom

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

Call-Off Ref: RM1043.8

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Buyer's Environmental Policy

Cabinet Office Environmental Policy Statement, 7 June 2022, available online at:

<https://www.gov.uk/government/publications/cabinet-office-environmental-policy-statement/cabinet-office-environmental-policy-statement>

Buyer's Security Policy

Security policy framework: protecting government assets, 2 December 2022, available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Supplier's Authorised Representative

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

Supplier's Contract Manager

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

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Quarterly on the first Working Day of each quarter

Key Staff

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

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

Call-Off Ref: RM1043.8

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Key Subcontractor(s)

None.

Commercially Sensitive Information

As detailed in Joint Schedule 4 (Commercially Sensitive Information)

Balanced Scorecard

Not applicable.

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):

Material KPIs	Target	Measured by
Sequence and prioritise items in the NUAR Product Backlog.	Update the backlog every three (3) weeks.	The level of alignment between the product backlog priorities and Geospatial Commission's priorities. The Product backlog should be ordered as per the requirements of the Geospatial Commission, with future sprint goals clearly outlined.
Approve user stories both as 'ready for development' and 'done'.	Reviewed and approve every three weeks in line with sprint cycle.	Number and quality of backlog items delivered.
Lead reviews of deliverables under the development workstream within specified timelines.	Meet 100% of review deadlines.	Number of deliverables signed off within the agreed deadline.
Oversee the management of mitigating vendor lock in.	All potential vendor lock in risks are identified and logged.	Total risks captured and mitigations in place.
Chair the Security Oversight Group and the Technology Oversight Group.	Chair all meetings as per the specified frequency.	Qualitative group feedback to be reviewed at monthly progress meetings.

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

Call-Off Ref: RM1043.8

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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 below:

Theme 2: Tackling Economic Inequality

MAC 3:3 Modernising Delivery and Increasing Productivity.

[REDACTED]

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:

[REDACTED]

Date: 25/03/2024

For and on behalf of the Buyer:

[REDACTED]

Date: 26th March 2024

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
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>
Duration of the Processing	Duration of entire Call Off Contract Period.
Nature and purposes of the Processing	[REDACTED]

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Type of Personal Data

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

Call-Off Ref: RM1043.8

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	<div>[REDACTED]</div>
Categories of Data Subject	<div>[REDACTED]</div>
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	All data to be captured / stored / processed on DSIT email, file storage, platform hosting locations as prescribed by the authority. Supplier should not have to return any information at the end of the Call Off Contract.