



**Crown  
Commercial  
Service**

## **Digital Outcomes 6 (RM1043.8)**

### **Framework Award Form**

## Framework Award Form

Call-Off Ref: RM1043.8

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This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier's contact details.

## Terms and Definitions

1 **CCS:** The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS). Its offices are on 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.

2 **Supplier:**

**Address:**

Ye Olde Hundred, 69 Church Way

North Shields

NE29 0AE

United Kingdom

US-DUNS-216634151

3 **Framework Contract:** This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables in [Insert Lot 1: Digital Outcomes]. You cannot deliver in any other Lot under this Contract. Any references made to other Lots in this Contract do not apply. This opportunity is advertised in the Contract Notice in the Find a Tender Service reference [Insert reference number] (FTS Contract Notice).

4 **Deliverables:** See Framework Schedule 1 (Specification) for further details.

5 **Framework Start Date:** [Insert Day Month Year]

6 **Framework Expiry Date:** [Insert Day Month Year]

7 **Framework Initial Period:** From Framework Start Date to Framework Expiry Date, inclusive.

8 **Framework Optional Extension Period:** Up to twelve (12) months, by CCS giving written notice to Suppliers.

9 **Order Procedure:** Further Competition Procedure. See Framework Schedule 7 (Call-off Award Procedure).

10 **Framework Incorporated Terms:** The following documents are incorporated into the Framework Contract. Where numbers are missing, we are not using these schedules. If the documents conflict, the following order of precedence applies:

10.1 This Framework Award Form

10.2 Any Framework Special Terms (see Term 11 'Framework Special Terms' in this Framework Award Form)

10.3 Joint Schedule 1 (Definitions) RM1043.8

10.4 Joint Schedule 11 (Processing Data) RM1043.8

10.5 The following Schedules for RM1043.8 (in equal order of precedence):

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- Framework Schedule 1 (Specification)
- Framework Schedule 3 (Framework Prices)
- Framework Schedule 4 (Framework Management)
- Framework Schedule 5 (Management Charges and Information)
- Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) including the following template Call-Off Schedules:
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call-Off Tender)
  - 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)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 19 (Scottish Law)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 21 (Northern Ireland Law)
  - Call-Off Schedule 23 (HMRC Terms)
  - Call-Off Schedule 25 (Ethical Walls Agreement)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)
- Framework Schedule 7 (Call-Off Award Procedure)
- Framework Schedule 8 (Self Audit Certificate)
- 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)

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- Joint Schedule 8 (Guarantee)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 12 (Supply Chain Visibility)

10.6 CCS Core Terms (version 3.0.11)

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

10.8 Framework Schedule 2 (Framework Tender) RM1043.8 as long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above.

## 11 Framework Special Terms

### Special Term 1

1.1 The following provisions shall be incorporated into any Framework Contract for Lot 1, 2, and 3.

1.2 Where the Supplier enters into:

1.2.1 any Call-Off Contract that has a total annual Contract value of above five million pounds sterling (£5,000,000).

1.2.2 any Call-Off Contract that has a total annual Contract value of above two million pounds sterling (£2,000,000); or

1.2.3 two or more Call-Off Contracts with the same Buyer that have a total annual Contract value of above:

(a) five million pounds sterling (£5,000,000); or

(b) two million pounds sterling (£2,000,000)

the Supplier shall:

- within 20 Working Days of the conclusion of the first 6 Months of any such Call-Off Start Date in Special Term 1.2.1 to 1.2.3 above, provide to CCS a certificate signed by a director of the Supplier setting out.

- the percentage of supply chain invoices that on the Call-Off Start Date; and

- the percentage of supply chain invoices that during the first 6 Months from the Call-Off Start Date.

the Supplier paid (a) on or under 60 days, from the date on which the relevant invoice was regarded as valid and undisputed, and (b) those that were paid over 60 days; and

- permit CCS or its authorised representative to audit the Supplier in accordance with Clauses 6.3, 6.4 and 6.5 of the Core Terms.

1.3 Where, during the Call-Off Contract Period, the Supplier fails to pay all supply chain invoices on or under 60 days in accordance with Special Term 1.2, the Supplier shall provide a plan to improve its payment performance to CCS (**"Payment Improvement Plan"**) in draft form.

1.4 The Payment Improvement Plan must, as a minimum:

1.4.1 identify the primary causes of the Supplier's failure to pay at least 95% of all supply chain invoices on or under 60 days.

1.4.2 set out actions that the Supplier will take to address each of these cases to achieve the aim of the Supplier paying at least 95% of all supply chain invoices

- on or under 60 days in the 6 Months ending on the scheduled Framework Expiry Date.
- 1.4.3 define a milestone for completion of each action (each a “**Payment Performance Milestone**”); and
- 1.4.4 a commitment by the Supplier to report on its progress regarding the actions set out in the Payment Improvement Plan to the CCS Authorised Representative as part of the framework management undertaken under Framework Schedule 4.
- 1.5 When CCS receives a draft Payment Improvement Plan it can either:
- 1.5.1 reject the draft Payment Improvement Plan or revised draft Payment Improvement Plan, giving reasons; or
- 1.5.2 accept the draft Payment Improvement Plan or revised draft Payment Improvement Plan (without limiting its rights).
- 1.6 The Supplier shall:
- 1.6.1 immediately after CCS accepts the Payment Improvement Plan, start work on the actions in Payment Improvement Plan at its own cost;
- 1.6.2 within 5 Working Days of CCS accepting the Payment Improvement Plan, shall provide CCS with a copy of the Payment Improvement Plan in the accepted form signed by a director of the Supplier; and
- 1.6.3 within 5 Working Days of CCS accepting the Payment Improvement Plan, publish, with unrestricted and full direct access free of charge on its website, a summary of the Payment Improvement Plan in a form satisfactory to CCS.
- 1.7 At any time, CCS may:
- 1.7.1 require the Supplier to issue, within 5 Working Days of the request, a certificate signed by a director of the Supplier containing up-to-date equivalent information to that set out in Special Term 1.3 for any period specified by CCS (“**Payment Performance Certificate**”); and / or
- 1.7.2 audit, or instruct its Auditor to audit, the Supplier’s compliance with the Payment Improvement Plan in accordance with Clause 6.4 and 6.5 of the Core Terms.
- 1.8 If the Supplier does not meet Payment Performance Milestones within the conclusion of the first 2 years of the Framework Contract Period (“**Mid-Point**”), CCS and the Supplier have agreed that the Management Charge shall automatically increase by 0.25% of all the Charges for the Deliverables (excluding VAT) invoiced to the Buyer under all Call-Off Contracts with immediate effect on and from the day immediately after the second anniversary of the Framework Start Date. The Supplier and CCS agree that, particularly in the light of Procurement Policy Note 04/19, CCS has a legitimate interest in the Supplier achieving the Mid-Point regarding Payment Performance Milestones and that any increase in the Management Charge as a result of this Special Term 1.8 is proportionate to that interest.
- 1.9 If any of the following events happen, CCS can immediately terminate the Framework Contract by issuing a Termination Notice to the Supplier in each case as a material Default of the Framework Contract for the purposes of Clause 10.4.1(d) of the Core Terms:
- 1.9.1 the Supplier does not provide the Payment Improvement Plan in accordance with Special Term 1.3;
- 1.9.2 acting reasonably, CCS rejects a revised draft Payment Improvement Plan;
- 1.9.3 the Supplier does not provide a Payment Performance Certificate in accordance with Special Terms 1.7.1; or

- 1.9.4 the Supplier consistently and repeatedly fails to meet the Payment Performance Milestones.

**Special Term 2**

The Core Terms (version 3.0.11) shall be amended by deleting existing Clauses and inserting new Clauses as follows:

**A new Clause 8.8** (Restraint of Trade) shall be inserted as follows:

“8.8 In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.”

**Clause 10.2.2** (Ending the Contract without a reason) shall be deleted and replaced with:

“10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

- (a) 90 days for a Statement of Work; or
- (b) 90 days for the Call-Off Contract,

written notice and if it is terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

**A new Clause 10.2.3** shall be inserted as follows:

“10.2.3 The Parties acknowledge and agree that the:

- (a) Buyer’s right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.
- (b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”

**Clauses 10.6.1** (What happens if the Contract ends), **(a)** and **(e)** shall be deleted and replaced with:

“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) the Buyer’s payment obligations under the terminated Contract or terminated Statement of Work stop immediately.
- (e) the Supplier must promptly return any of the CCS or the Buyer’s property (including Government Data) provided under the terminated Contract or terminated Statement of Work.”

**Clause 10.7.3** (Partially ending and suspending the contract) shall be deleted and replaced with:

“10.7.3 Where the Buyer has the right to terminate a Call-Off Contract or Statement of Work it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract or Statement of Work, it can provide the Deliverables itself or buy them from a third party.”

**Clause 10.7.4** (Partially ending and suspending the contract) shall be deleted and replaced with:

“10.7.4 The Relevant Authority can only partially terminate or suspend a Contract or Statement of Work if the remaining parts of that Contract or Statement of Work can still be used to effectively deliver the intended purpose.”

**Clause 11.2** (How much you can be held responsible for) shall be deleted and replaced with:

“11.2 The:

(a) Buyer's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of;

(b) Supplier's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of;

£5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.”

**Clause 14.4** (Data Protection) shall be deleted and replaced with:

“14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that, where specified by the relevant Buyer in the Order Form, complies with the Security Policy and any applicable Security Management Plan.”

**New Clauses 23.7 and 23.8** shall be inserted as follows:

“23.7 The Supplier will only Sub-Contract with the written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.

23.8 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.”

**A new Clause 36** (Counterparts) shall be inserted as follows:

“36 **Counterparts**

36.1 The Contract and each Statement of Work may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36.2 Transmission of an executed counterpart of the Contract or a Statement of Work (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed “wet-ink” counterpart of that Contract or Statement of Work.

36.3 No counterpart shall be effective until each Party has delivered to the other(s) at least one executed counterpart.”

**12 Framework Prices:** Details in Framework Schedule 3 (Framework Prices).

**13 Insurance:** Details in Annex of Joint Schedule 3 (Insurance Requirements).

**14 Cyber Essentials Certification:** Details in Call-Off Schedule 26 (Cyber Essentials Scheme).

**15 Management Charge:** The Supplier will pay, excluding VAT, one per cent (1%) of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.

**16 Data Protection Liability Cap:** £10,000,000

**17 Supplier Framework Manager:** If different from Authorised Representative (Term 18)

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please submit details to cloud\_digital@crowncommercial.gov.uk during framework lifetime.

- 18 **Supplier Authorised Representative:** [Insert name], [Insert job title], [Insert email address]
- 19 **Supplier Compliance Officer:** If different from Authorised Representative (Term 18) please submit details to cloud\_digital@crowncommercial.gov.uk during framework lifetime.
- 20 **Supplier Data Protection Officer:** If different from Authorised Representative (Term 18) please submit details to cloud\_digital@crowncommercial.gov.uk during framework lifetime.
- 21 **Supplier Marketing Contact:** If different from Authorised Representative (Term 18) please submit details to cloud\_digital@crowncommercial.gov.uk during framework lifetime.
- 22 **Key Subcontractors:** Details of any Key Subcontractors will be found in each Buyer's Call-Off Contract.
- 23 **CCS Authorised Representative:** Digital Future, Commercial Agreements Manager, cloud\_digital@crowncommercial.gov.uk, 0345 410 2222.

The finalised Framework Award Form includes an electronically signed Framework Award Form. It is electronically signed by the Supplier when they make the legal declaration confirming their agreement to the Digital Outcomes 6 Framework Contract and countersigned by the Crown Commercial Service.

### For and on behalf of the Supplier:

Signature: [Redacted]  
Name: [Redacted]  
Role: [Redacted]  
Date: [Redacted]

### For and on behalf of CCS:

Signature: [Redacted]  
Name: [Redacted]  
Role: [Redacted]  
Date: [Redacted]



## ANNEX A

### Agency Proposal



## Annex B

### Statement of Work-

**This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated [26/06/2023]**

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

#### 1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

<b>Order Number:</b>	Con_21130
<b>Project:</b>	The National Apprenticeship Awards and National Apprenticeship Week website
<b>Project start Date Notice period for cancellation [Project Notice Period]:</b>	The contract will be let on a 2-year basis with annual break clauses. The contract will start in June 2023. The contract will be no commitment to spend and will be subject to funding, PASS approval and supplier performance. The maximum expiry date of 31 <sup>st</sup> May 2025.

**Overarching  
Brand/Campaign**

The website activity is to support the National Apprenticeship Awards and National Apprenticeship Week projects, as well as provide a platform for additional projects to link to.

**Goods or Services**

The key requirements of the Agency are to develop the website(s) for the National Apprenticeship Awards and National Apprenticeship Week projects. The requirements and strategy will support our overarching comms objectives and help drive consideration and ultimately engagement on the website.

All services & deliverables will be agreed with the client and in line with the below requirements and those set out within the brief at the procurement stage. Detailed plans, tactics and themes will be agreed and signed off individually during the course of the year before each piece of work is delivered.

Requirements may need to flex due to the nature of the work and / or emerging priorities, however the client will communicate any in-scope changes with the Agency.

DfE expects that the Agency will take on board feedback on the proposed activities and will amend their approach to ensure the strategy and plans fully meets the requirements and are suitable for the approach and target audience.

**Summary of deliverables:**

As per the brief, we expect Wubbleyou Limited to incorporate the following, but not necessarily be limited to:

- **A unified**

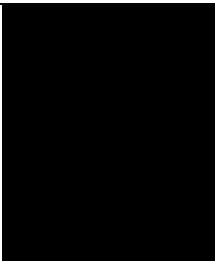
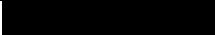
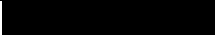
DfE require very strong strategic and planning support along with the appropriate number and level of staff to ensure successful delivery of this project. Four would be expected to provide adequate resource for:

- Project plan to be agreed on appointment
- Timing plan to be developed and kept updated. To be shared with the client during weekly status meetings/ and /or run up to key PR moments
- Weekly status calls and reports, including prior circulation of agenda and action logs
- Regular opportunities for review and feedback with minimum of 3 rounds of feedback per deliverable should it be required
- Finance/budget management support including billing schedules and monthly check-ins to review budget tracker / proposed invoicing.
- Providing information, resources and materials in preparation for key internal meetings / clearances, as needed

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	<ul style="list-style-type: none"><li>• Leading evaluation projects – for individual tactics, as well as for end-of-year evaluation; and channel evaluations required for Cabinet Office/PASS submissions.</li><li>• Attendance at performance reviews</li></ul> <p>The Client's use of the Services will be subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract.</p>
<b>Project Plan:</b>	Ongoing PR support throughout the year Project plan to be agreed on appointment.
<b>Contract Charges:</b>	<p>The Client shall pay the Agency an agreed sum for delivery of these Services. The sum will be agreed between agency and client based on an agreed billing schedule following appointment and will never exceed the overall value of the tender (£100,000 per annum).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. Digital activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled &amp; presented ex VAT.</p>
<b>Client Assets:</b>	Assets from the advertising campaign can be shared on request. Existing or new Digital case study details can be shared with the agency; similarly, the Digital supplier will share the case study spreadsheet they hold on to our behalf, as requested, in compliance with data protection laws.
<b>International locations:</b>	N/A
<b>Client Affiliates:</b>	N/A
<b>Special Terms:</b>	N/A
<b>Key Individuals:</b>	
<b>Authorised Agency Approver:</b>	
<b>Authorised Client Approver:</b>	

## Joint Schedule 1 - Definitions



RM1043.8\_Joint-Schedule-1-Definitions-v1.

## Joint Schedule 2 – Variation Form



RM1043.8\_Joint-Schedule-2-Variation-Form

## Joint Schedule 3 – Insurance Requirements



RM1043.8\_Joint-Schedule-3-Insurance-Req

## Joint Schedule 4 – Commercially Sensitive Information



RM1043.8\_Joint-Schedule-4-Commercially-

## Joint Schedule 5 – Corporate Social Responsibility



RM1043.8\_Joint-Schedule-5-Corporate-Soc

## Joint Schedule 6 – Key Subcontractors – N/A



RM1043.8\_Joint-Schedule-6-Key-Subcontra

**Wubbleyou Confirmed this Schedule is Not Applicable**

## Joint Schedule 7 – Financial Difficulties



RM1043.8\_Joint-Schedule-7-Financial-Diffi

## Joint-Schedule-8-Guarantee-v1.0



RM1043.8\_Joint-Schedule-8-Guarantee-v1.0

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### Joint Schedule 10 – Rectification Plan



RM1043.8\_Joint-Sche  
dule-10-Rectification-

### Joint Schedule 11 – Processing Data



RM1043.8\_Joint-Sche  
dule-11-Processing-D

### Joint Schedule 12 – Supply Chain Visibility – N/A



RM1043.8\_Joint-Sche  
dule-12-Supply-Chain

**Wubbleyou Confirmed this Schedule is Not Applicable**

### Order Schedule 1 – Transparency Reports



RM1043.8\_Call-Off-S  
chedule-1-Transparer

### Order Schedule 2 – Staff Transfer



RM1043.8\_Call-Off-S  
chedule-2-Staff-Trans

### Order Schedule 3 – Continuous Improvement



RM1043.8\_Call-Off-S  
chedule-3-Continuou

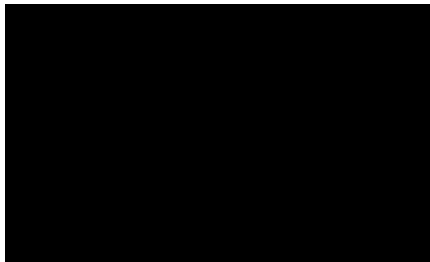
### Order Schedule 4 – Proposal



## Order Schedule 5 – Pricing Details



## Annex 1 (Expenses Policy)



## Order Schedule 6 -Intellectual-Property-Rights-and-Additional-Terms-on-Digital-Deliverables



RM1043.8\_Call-Off-S  
chedule-6-Intellectua

## Order Schedule 7 – Key Agency Staff



RM1043.8\_Call-Off-S  
chedule-7-Key-Suppli

## Order Schedule 8 – Business Continuity and Disaster Recovery



RM1043.8\_Call-Off-S  
chedule-8-Business-C

## Order Schedule 9 – Security



RM1043.8\_Call-Off-S  
chedule-9-Security-v2

## Order Schedule 10 – Exit Management



RM1043.8\_Call-Off-S  
chedule-10-Exit-Mana

## Order Schedule 12 – Clustering



RM1043.8\_Call-Off-S  
chedule-12-Clustering

## **Order Schedule 13 – Implementation-Plan-and-Testing**



RM1043.8\_Call-Off-S  
chedule-13-Implemer

## **Order Schedule 14 – Service Levels**

### **KPIs, Service Levels and Service Credits**

- 1 The objectives of the Service Levels are to:
  - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DFE.
  - 1.2 provide a mechanism whereby the DFE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
  - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

### **KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)**

- 2 This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
- 3 The Contractor shall monitor its performance against of each of the KPIs and Service Levels in and send the DFE a report detailing the KPIs and Service Levels which were achieved in accordance with the provisions of this schedule 4.

### **PERFORMANCE STANDARDS/MEASURES**

- 4 The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period (defined Schedule 2 and within table 1)
  - 4.1 Service period is defined as Calendar month.
- 5 If during a Service period the Contractor achieves a KPI/Service Level, no Service Credit ("reduction in total amount of charges payable to the Contractor") will accrue to the Contractor in respect of that KPI/Service Level
- 6 The Contractor confirms that it has taken Performance Measures and Service Credits into account in calculating the Charges. Both Parties agree that the Performance Measures and Service Credits are a reasonable method of adjusting the Charges to reflect poor Contractor performance.
- 7 The Contractor will be expected to meet/comply with all Service Levels as set out within table 2 below.

## CONSEQUENCES OF FAILURE TO MEET KPIS

- 8 A failure to meet at least the required performance level will be considered a “Service Failure” in respect of the KPIs set out in Table 1 below.
- 9 If performance level is a Service Failure in one or more of the KPIs listed in Table 2 in any given service period/calendar month, DfE will be entitled at its sole discretion, to reduce the total amount of charges payable to the Contractor (“Service Credit”) for that period/month by:
  - 9.1 5% for one KPI failed.
  - 9.2 10% for two KPIs failed.
  - 9.3 to a maximum of 15% for three or more KPIs failed
- 10 A failure to meet the required performance level for the other KPIs will not be considered a Service Failure in the context of paragraph 7 but expects to meet the required performance levels and will consider repeated failures as breaches of this contract.
- 11 In addition to its rights under paragraph 7, if there are one or more Service Failures in **3 (three)** consecutive Service Periods/calendar months, will be entitled, as its sole discretion, to terminate this contract on 90 days written notice.

**Table 1 KPIs**

KPI	Measurement Period	Performance Measure	Service Period (calendar month is set as standard within the T's & C's definitions but may need to be amended if appropriate)	Monitoring method	Performance Objective/ Service Credit applied
Website meets security levels required	June 2023	Website is deemed 'safe' and launched	June 2023	Independent ITHC	
User feedback is the same as or improved	Awards open period – June to November	Feedback on ease of use/user experience	Awards open period – June to November	Survey of applicants	

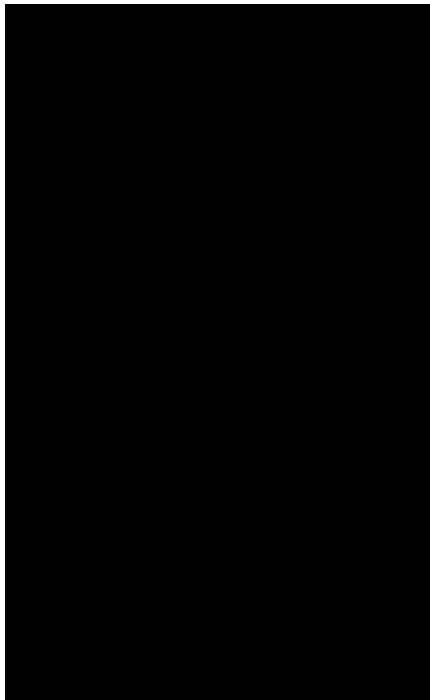


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compared 2022	2023	improves	2023		
Number of issues logged/complaints by users decreases	Awards open period – June to November 2023	Number of issues logged/complaints reduced compared to 2022	Awards open period – June to November 2023	Log of issues through website and Awards Admin	

**Table 2 Service Levels**

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

### [Optional]

**[Guidance Note:** The Buyer may use this Call-Off Schedule 14 (Service Levels and Balanced Scorecard) as appropriate to their requirements.]

### SECTION 1: SERVICE LEVELS

#### 1 Definitions

1.1 In this Section 1 of this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

Term	Definition
<b>Critical Service Level Failure</b>	has the meaning given to it in the Order Form;
<b>Service Credits</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>Service Credit Cap</b>	has the meaning given to it in the Order Form;
<b>Service Level Failure</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>Service Level Performance Measure</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>Service Level Threshold</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

#### 2 What happens if you do not meet the Service Levels

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule, including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
  - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

## Framework Award Form

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### Order Schedule 15 – Order Contract Management



RM1043.8\_Call-Off-S  
chedule-15-Call-Off-C

### Order Schedule 16 – Benchmarking



RM1043.8\_Call-Off-S  
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### Order Schedule 18 – Background Checks – N/A



RM1043.8\_Call-Off-S  
chedule-18-Backgrou

**Wubbleyou Confirmed this Schedule is Not Applicable**

### Order Schedule 20 – Specification

## Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

Further competition stage 2: further assessment

At this stage, suppliers will be evaluated using the below weighting:

### Evaluation weighting

#### Technical competence

- **55 % - Technical competence**
  - **10 % - Essential skills and experience (Score from Stage 1)**
  - **5 % - Nice to have skills and experience (Score from Stage 1)**
  - **85 % - Technical**

#### Cultural fit

- **5 % - Cultural fit**

#### Social value

- **10 % - Social value**

#### Price

- **30 % - Price**

Responses will be evaluated on a score of 0 to 100, as detailed below:

Assessment	Score	Interpretation
<b>Excellent</b>	100	Exceeds the requirement.  Exceptional demonstration in the Bid of the understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Good</b>	75	Satisfies the requirement with minor additional benefits.  Above average demonstration in the Bid of the understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Acceptable</b>	50	Satisfies the requirement.  Demonstration in the Bid of the understanding and skills required to provide the services, with evidence to support the response.

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### Order Schedule 26 – Cyber Essentials Scheme



RM1043.8\_Call-Off-S  
chedule-26-Cyber-Ess