Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) Call-Off Ref: RM1043.8 Crown Copyright 2022

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

**Order Form** 

Call-Off Reference: 43605 & Prj\_2769

Call-Off Title: CCA IT Register Digital Beta

**Call-Off Contract Description**: To Deliver Data Repository, Alpha and Beta phases for the redesign and build of a new CCA Register for users of the scheme.

The Buyer: Department for Energy Security and Net Zero
Buyer Address: 3-8 Whitehall Place, London SW1A 2AW
The Supplier: Trasys-Unisystems
Supplier Address: Interleuvenlaan 10, Heverlee, Belgium, 3001

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#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29/01/2024

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

#### **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)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - o Call-Off Schedule 3 (Continuous Improvement)
  - o 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 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 13 (Implementation Plan and Testing)
  - o Call-Off Schedule 20 (Call-Off Specification)
- 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:

[REDACTED]

Call-Off Start Date: 29th January 2024

Call-Off Expiry Date: 31st March 2025

Call-Off Initial Period: 14 months

**Call-Off Optional Extension Period**: 14 months Support & Maintenance: 01/04/2025 - 31/07/2026

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: Capped Time and Material £1,107,129.83 excluding S&M

### **Call-Off Deliverables**

Details of call off deliverables can be found in the Statement of Work in Appendix 1

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 180 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

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) Call-Off Ref: RM1043.8 Crown Copyright 2022 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).

# **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  $\pounds$ 1,107,129.83

# **Call-Off Charges**

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** 

BACS

### **Invoicing Plan**

[REDACTED]

### **Buyer's Invoice Address**

DESNZ c/o

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### **Buyer's Authorised Representative**

[REDACTED]

# **Buyer's Environmental Policy**

Available online at: <u>https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement</u>

### **Buyer's Security Policy**

Available online at: <u>https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</u>

### Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

### **Progress Report Frequency**

Weekly, unless otherwise agreed

### **Progress Meeting Frequency**

Weekly, Unless otherwise agreed

# Key Staff [REDACTED]

### **Commercially Sensitive Information**

All information and data shared for the purpose of this contract shall be deemed commercially sensitive information unless the buyer states otherwise in writing.

#### Service Levels and Service Credits Table

The following Service Levels shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):

Service Levels performance criterion	Service Level Threshold	Key Indicators	Buyer redress for Failure to provide Services at or above Service Levels
Quality of delivery	100%	100% of outputs pass CDDO/GDS assessment either first time or post remediation.	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Quality of delivery	100%	100% of burn reports and progress updates provided 2 working days ahead of monthly review meeting	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
Provision of skilled resources	80%	80% in <4 weeks (excluding any days which are official UK public holidays)	0.3% Service Credit gained for each percentage under the specified Service Level Performance Measure
Cost	100%	100% of the epics functionality within the agreed cost	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
On time delivery	100%	100% of the MVP 30 June 2024	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
On time delivery	100%	100% service outcome for complete service by 31 December 2024	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

### **Service Credits**

#### The service credits shall be calculated on the basis of the following formula:

#### Example:

Formula: x% (Service Level Performance Measure) – x% (actual Service Level performance) = x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable to the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) -75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer.

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Service Period is: One Month

Service Credit Cap: 7% of Contract value

#### **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: Trasys-Unisystems

Name: [REDACTED] Role: [REDACTED] Date: 29/02/2024

For and on behalf of the Buyer: Department for Energy Security and Net Zero

Name : [REDACTED] Role: [REDACTED] Date : 11/03/2024