

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

Digital Outcomes and Specialists 5 (RM1043.7) DIT Digital Design Support Development Team

Framework Schedule 6 (Order Form) for DIT Digital Design Support Development Team



Department for
International Trade

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

DIT Digital Design Support Development Team

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

Call-Off Reference: RM1043.7

Call-Off Title: **DIT Digital Design Support Development Team**

Call-Off Contract Description: The Buyer's Digital, Data and Technology team requires a supplier's support in designing the underlying services/products for DDaT's investment and export portfolio (focusing on discovery and alphas).

The Buyer: **The Secretary of State for the Department for International Trade (DIT)**

Buyer Address: Old Admiralty Building, Whitehall, London SW1A 2BL

The Supplier: Foundry4 Consulting Ltd

Supplier Address: [REDACTED]

Registration Number: [REDACTED]

DUNS Number: [REDACTED]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 27th October 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

Lot 1 – Digital Outcomes & Specialists 5

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 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)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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- 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 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 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.

Unless contained, incorporated by reference or appended to this Order Form 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:

Supplier Staff will be required to carry out all work using Buyer supplied equipment. Any equipment supplied to the Supplier by the Buyer shall remain the property of the Buyer. The Supplier shall use any equipment provided to it by the Buyer solely for the provision of the Services under this Contract and in accordance with all relevant supplier policies governing the use of equipment including, but not limited to, the health and safety and IT security policies. The Supplier shall return the equipment to the Buyer at the end of the Contract Period in the same condition as the equipment was provided to the Supplier.

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Call-Off Start Date: 19/10/2022

Call-Off Expiry Date: 18/10/2024

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: 3 Month(s)

Minimum Notice Period for Extensions: 30 day (s)

Call-Off Contract Value: £1,200,000 excluding VAT for the initial period of 24-months exclusive of VAT. In addition, up to £300,000 shall be made available for the Optional Extension Period.

Call-Off Deliverables

The Buyer has several products and services designed to support UK exports and investment. The Buyer has a directory of services-e.g. Export Opportunities and Tariff Tool, examples can be found at [great.gov.uk](https://www.gov.uk/government/collections/great-gov-uk).

The Buyer requires the Supplier to design the underlying services/products for the Buyer's Digital Data and Technology (DDaT) investment and export portfolio (focusing on discovery and alphas).

The Supplier shall have expertise in the following areas:

- User research
- User Centred Design (including interaction design)
- Service Delivery (including agile delivery, business analysis and product management)
- Software development

The Supplier will be expected to undertake the work in all cases according to:

- DIT content lifecycle, approvals and standards
- GDS service manual
- DIT approach to user needs and acceptance criteria
- GDS and DIT style guides
- Accessibility directive
- DIT security policy and procedures

The Supplier's teams will sometimes work independently, led by programme teams (in particular, service owner, portfolio delivery manager, service designer); and other teams will fit in as part of established product teams. If a product-or-service progresses into beta, the Buyer will look to in-house a team and will expect the managed service team to support transition of knowledge.

The Supplier will be required to:

- Support delivery of new projects and transformation of existing services
- Identify gaps and build capability in the DDaT team to support emerging skills needed in the future
- Ensure a successful transition of knowledge to the in-house team

Completion of Deliverables will be validated, in writing via email, by the Buyer before payment is released.

Multiple SOWs can operate concurrently.

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See details in Call-Off Schedule 20 (Call-Off Specification)

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:

Sustainability

The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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 £600,000

Call-Off Charges

- Capped Time and Materials (CTM)
- Time and Materials (T&M)
- Fixed Price
- A combination of two or more of the above Charging methods

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

DIT Expenses Policy to serve as Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Payment Method

BACS / Invoice

Buyer's Invoice Address

[REDACTED]

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Department for International Trade

[Redacted]

- Purchase Order Reference number,
- Date
- Addresses (Buyer)
- Supplier name and contact details
- Description of the charges

All invoices must include a valid purchase order number, provided that such purchase order number must be provided to the Supplier in advance of when invoices are to be issued.

Non-compliant invoices (i.e. without a PO number) will be sent back to the Supplier, which may lead to a delay in payment. If the Supplier has a query regarding an outstanding payment they should contact the Buyer's Accounts Payable section either by email to finance@services.ukpbs.co.uk or by telephone as above between 0830 and 1700 Monday to Friday.

Buyer's Authorised Representative

[Redacted]

[Redacted]

[Redacted]

Buyer's Environmental Policy

Not Applicable.

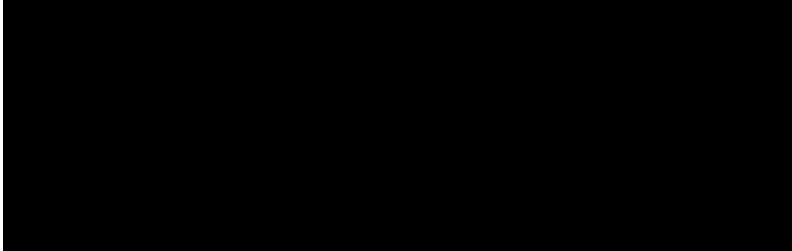
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Buyer's Security Policy

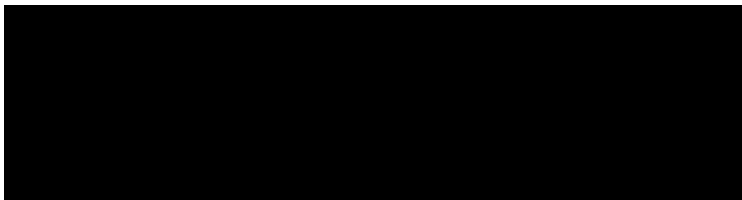
HMG Security Policy Framework, Version 1.1 – May 2018 available online at:
<https://www.gov.uk/government/publications/security-policy-framework>

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative



Supplier's Contract Manager



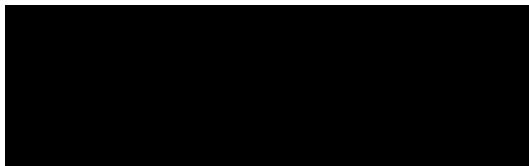
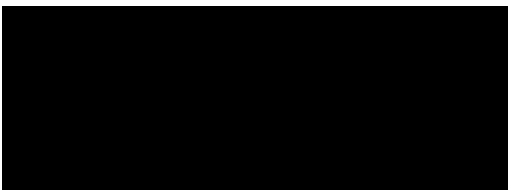
Progress Report Frequency

Monthly ahead of progress meeting, on dates specified by supplier.

Progress Meeting Frequency

Monthly on dates specified by supplier.

Key Staff



Worker Engagement Route is outside IR35

Key Subcontractor(s)

NA

Commercially Sensitive Information

To be supplied and reviewed for each SOW

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Balanced Scorecard

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

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):

A. KPI: Performance to pay process

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

B. KPI: People (resourcing)

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

C. KPI: Partnering behaviours and added value

Met	Partially met	Not met
<ul style="list-style-type: none"> No behavioural problems identified Buyer workshops attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> Some minor behavioural problems Supplier only attends some workshops or provides minor contributions Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> Significant behavioural problems Supplier contributions are rare or insignificant and shows little interest in working with other suppliers No added value contributions recognised by the Programme

D.KPI: People in place (Delivery)

Met	Partially met	Not met
<ul style="list-style-type: none"> No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required 	<ul style="list-style-type: none"> Minor issues noted with quality of work or standard of facilities Few contributions made within team 	<ul style="list-style-type: none"> Resource is swapped out from project due to deficiency in skill-set or change of facility is required

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<ul style="list-style-type: none">• No problems identified with quality of work or state of facility• Supplier is making positive team contributions• Supplier skills or facilities meet the standards expected		<ul style="list-style-type: none">• Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another)• Significant issue with quality of work or facility noted in a month
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E. KPI: Social Value

The following social value KPI will apply to this call-off:

Training Opportunities created or retained under the length of this contract, other than apprentices, to encourage innovation and diversity throughout the supply chain.

Included but not limited to opportunities such as BASH Festival, sponsoring spaces for underrepresented groups in the industry, establishing the “Enterprise Challenge”, Future Leaders Programmes.

Owner: Foundry 4 Consulting Ltd.

Additional Insurances

Not applicable

Guarantee

Not applicable

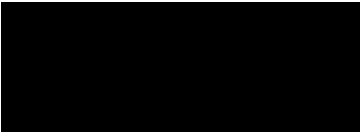
Social Value Commitment

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: 

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Name: [REDACTED]

Role: [REDACTED]

Date: 28/10/2022

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 28/10/2022

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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.

Date of SOW: 19th October 2022

SOW Title: CRM – developing an approach and managing the pilot

SOW Reference: SOW-001

Call-Off Contract Reference: DIT Digital Design Support Development Team

Buyer: [REDACTED]

Supplier: Foundry4

SOW Start Date: 19th October 2022

SOW End Date: 30th April 2023

Duration of SOW: 6 months

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors:

Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: DIT has some CRM components and is working through an approach to CRM that supports transformations that have yet to have business cases signed off. This work is to understand the business needs / requirements in the changing contexts that we are working and to deliver against these. Specifically, work to understand

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the role the existing data infrastructure can play and gaps against models developed as part of planning work with the business. Should a pilot be taken forward during the contract ensuring DIT gets best value from this will also be in scope.

Outputs from the work will include gap analysis reports, engagement grids and work towards at least two TOM (export and investment).

Delivery phase(s): Understanding business requirements and overlaying with User Needs (discovery to alpha)

Overview of Requirement:

1 Buyer Requirements – SOW Deliverables

Outcome Description:

The team will deliver as part of a wider leadership team, and we expect that they will support arriving at good ways of working, working through the right persons rather than in parallel. The outcome should include a more expert, better functioning leadership team is left behind.

This leadership team will provide multidisciplinary leadership to live service teams, based on prioritisation of work for Q3.

In parallel we expect that the outcome will involve developing a CRM roadmap, approved by the business, which can be delivered as a programme of work in DDaT across platform team backlogs and, if necessary, standing up any service teams that may need to do this. This roadmap will build off engagement to date and identify gaps in existing roadmaps as well as establish a more programmatic delivery structure (currently split between separate teams for specific features).

The outcome should also include a stocktake of the delivery mode for delivering the roadmap. This will be discussed with SMT to consider any longer term changes we may need to make to set ourselves up for success.

Each member of the SoW will also have outcomes specific to them. Namely: Lloyd will be expected to advise the independent project team that may be stood up to consider technology options for CRM, alongside the service owner; the senior product lead to help recruit a backfill and potentially coach more junior product managers to work as part of a programme; and the senior interaction designer will be expected to oversee the work of more junior designers on the Datahub teams, under the overall leadership of the existing Lead Interaction Designer who will dedicate more of their time to resetting CRM as part of the leadership team alongside Lloyd and the Senior Product Lead.

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	CRM roadmap	SMT Approved Initial high level CRM Roadmap with options for differing directions.	Mid November
MS02	Stakeholder agreement	A stakeholder management plan is produced and actively managed including the following audience: Steerco, ITP or IDB and DA, ESSP or DGET boards	End of Q3 & reviewed monthly

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MS03	Prioritisation for Q4 in line with roadmap	A Prioritised backlog of work, that has sufficient detail that the platform teams can create an effective sprint backlog in readiness for the start of each Qtr	End of Q3
MS04	Awareness raising / PR campaign	Support the Chief Data Officer and Chief Engagement Officer. To raise awareness and use of the CRM solutions and progress made	End of SoW – reviewed every 2 months against progress
MS05	Advice on delivery structure for CRM including new governance arrangements	Evidence of Industry best practice and how this should work within DIT, including any lessons learned documented	End Q3 with regular updates at show & tells and meetings
MS06	Other milestones identified by the independent build/buy project if stood up, and as agreed at the time by the supplier, DDaT and the DIT project team	All other activities that are identified during this SOW that will impact the delivery of milestones	End of SoW, documented when identified
MS07	Senior Interaction Designer milestones agreed sprint by sprint	All work will be identified and managed by lead Interaction Designer covering the full range of the ID role	Sprint by sprint with monthly performance reviews between Lead ID and senior ID

Delivery Plan: as per the milestones

Dependencies: existing CRM roadmap (namely constituting platform team roadmaps); business and user expectations already known; DIT project team that may be stood up to look at build/buy

Supplier Resource Plan:

Security Applicable to SOW:SC

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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply

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under this SOW, these shall be detailed below and apply only to this SOW:

BPSS for SME and senior product lead

Security clearance for senior interaction designer

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by
People	Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations	Resources provided/required
Partnering behaviours	Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner	Attendance to buyer/supplier meetings Attendance to Community of Practice and agile teams' ceremonies
People in place (delivery)	All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.	Feedback from peers

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and 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:

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Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
SME			
Senior product lead			
Senior interaction designer			

Name / role	Weeks	Days per week	Charge rate	Total cost

[Indicate: whether there is any requirement to issue a Status Determination Statement]

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:

Ref .	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	Leadership team		
1.1	Fortnightly check ins with teams contributing to CRM – update on overall progress, review progress of delivery teams, provide guidance and agree any support needed	CRM	Every 2 weeks as required
	Monthly progress updates to SMT against milestones	CRM	Monthly / as per meeting schedules
	Contribution to Data and E&I or wider DdaT	CRM	Every 2 weeks as required

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	show and tells as required (CRM teams will be fortnightly but this may not always require one of the members of this SoW)		
	Active participation in Product and Design communities respectively (with exception of SME)	CRM	As required at least monthly
	Ad hoc reporting to stakeholders as required to meet milestones	CRM	As required / requested

2 Charges

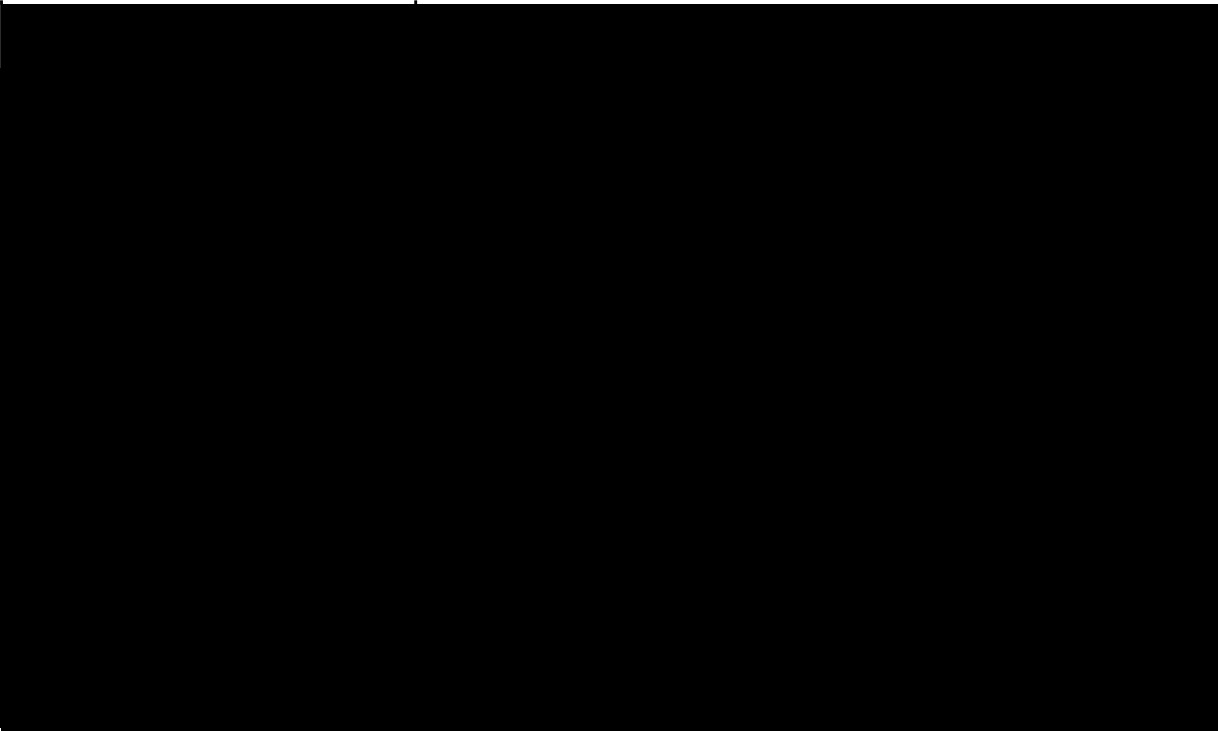
Call Off Contract Charges:

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

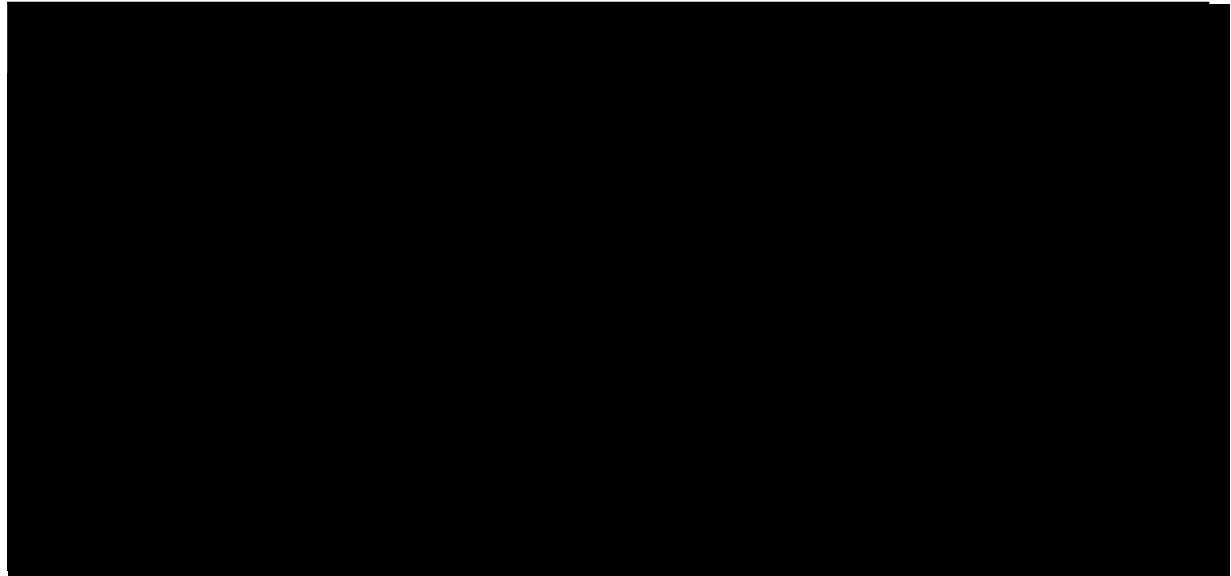
Capped Time and Materials

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

Rate Cards Applicable:



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Reimbursable Expenses:

Any claims for reimbursable expenses must follow the principles, rules and procedures set out in Annex 1 to Call of Schedule 5: DIT Expenses Policy.

3 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: 28/10/2022

Signature: [Redacted]

For and on behalf of the Buyer

Name: [Redacted]

Title: [Redacted]

Date: 28/10/2022

Signature: [Redacted]

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

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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> <p>There will be no storing of live or personal data.</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <p>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</p> <p>Not applicable.</p>
Duration of the Processing	For the Contract Period and an additional 30 days.
Nature and purposes of the Processing	Supplier will be limited to 'view' access to 'Live' systems only. The Supplier will be tasked with accessing 'Live' data in some instances, during the course of this Call-Off contract. This access to 'Live' data will be granted and accessed via a portal, of which permissions will be granted where necessary and revoked once the piece of work has been completed.
Type of Personal Data	Name, email address, telephone number.
Categories of Data Subject	<p>Staff (including contractors / interim staff).</p> <p>The data will be relevant to the Digital Design Support Development Team contract within DIT's DDaT team.</p>

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Supplier will not retain any data. View access only.</p>
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SOW Reference: SOW-001

Call-Off Contract Reference: DIT Digital Design Support Development Team