



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: TBC

Call-Off Title: Alpha and (optional) Beta phases of an Identity Verification process for EIP Digital programme

Call-Off Contract Description: Procurement for a team to deliver the Alpha-Beta phases of 'Identity-Verification' component for electoral and registration digital services (including Register-to-Vote, and launch of absent-vote application service). Beta phase will be confirmed on completion of successful Alpha. The Supplier reserves the right to return to the market after Alpha delivery.

The Buyer: The Department for Levelling Up, Housing and Communities (DLUHC) - Electoral Integrity Programme

Buyer Address: Fry Building, 2 Marsham Street, London, SW1P 4DF.

The Supplier: Valtech Limited

Supplier Address: 46 Colebrooke Row, London, England, N1 8AF

Registration Number: 03127414

DUNS Number: 493796767

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **24th January 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 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) RM1043.7
- 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports) – applies only where relevant elements are included in individual Statements of Work or introduced retrospectively with a Contract Change Note.
 - Call-Off Schedule 2 (Staff Transfer) – Part C applies
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing) – applies only where relevant elements are included in individual Statements of Work
 - 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.

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: **BUYER RESPONSIBILITIES**

- 1.1. The Supplier's delivery of the Services, Deliverables, the timetable, fee estimates and the level of fees charged pursuant to each Statement of Work are each dependent on:
 - 1.1.1. the timely and satisfactory completion of the Buyer's responsibilities, as set out in each Statement of Work, and as otherwise set out in this Call-Off Contract;
 - 1.1.2. the accuracy and completeness of the assumptions and dependencies set out in each Statement of Work;
 - 1.1.3. the Buyer providing the Supplier with reliable, accurate and complete information, as required and, notwithstanding anything to the contrary elsewhere in the Framework Agreement, the Buyer shall be responsible for ensuring the reliability, accuracy and completeness of all information and materials provided pursuant to this Call-Off Contract; and

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- 1.1.4. the Buyer providing timely decisions and obtaining approvals reasonably required by the Supplier in a timely fashion.
- 1.2. The Buyer is responsible for determining that the scope of the Services is appropriate for its needs and for deciding whether to rely on, implement or act on any recommendations of the Supplier, unless the Statement of Work specifies otherwise.
- 1.3. Where the Buyer is using third parties to provide information, materials or other assistance in support of any Services, or is employing other suppliers whose work may affect the Supplier's ability to perform the Services, the Buyer will be responsible for the management of such persons and their performance, including the timeliness and quality of their input and work. If the Supplier, in its sole discretion, feels that such third parties are having an adverse impact on the provision of the Services or Deliverables, it shall notify the Buyer and the provisions of Special Term 1.4 shall apply to any delay caused.
- 1.4. Where a delay in the provision of the Services has been caused by a failure of the Buyer or Supplier, the Buyer or Supplier acknowledges and agrees that the period for performance of the Services may need to be extended or a variation made to the Deliverables. The parties, acting reasonably, shall discuss and agree in writing the variations to a Statement of Work or this Call-off Order as a result of such delay.
- 1.5. Where either Party discovers a failure of the Buyer or Supplier to perform its obligations, the discovering Party shall notify the other party within two (2) working days, agree a communication plan while the matter is resolved and ongoing monitoring in the risk log.

Special Term 2: **EXCLUSION OF WARRANTIES:** All warranties, representations, guarantees, conditions and terms, other than those expressly set out in this Call-off Contract, whether express or implied by statute, common law, trade usage or otherwise and whether written or oral, are hereby expressly excluded to the fullest extent permissible under applicable law.

The Supplier shall perform the Services using agile methodology and will use all commercially reasonable efforts to correct (by correction, replacement, workaround or otherwise) any defects, errors or non-conformance of the Deliverables with acceptance criteria or relevant specifications during a subsequent "sprint". Acceptance criteria shall be defined before development commences. Save as otherwise set out in any Statement of Work, this paragraph sets out the exclusive remedy in respect of any breach of clauses 3.3, 4.1.2.1 or 4.1.2.2 of Call-off Schedule 6.

Special Term 3: **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS:** Any indemnity provided to the Buyer in respect of an IPR Claim, shall not apply to the extent that such IPR Claim arises as a result of:

- 3.1 breach of any Statement of Work by the Buyer;
- 3.2 designs, specifications, instructions or other information provided by, on behalf of, or at the direction of, the Buyer;
- 3.3 use of the Deliverables in a manner not permitted or contemplated by any Statement of Work;
- 3.4 any modification to the Deliverables by any person other than the Supplier, or on the Supplier's express instructions; or
- 3.5 Buyer's refusal to use any modified or replacement Deliverable supplied, or offered to be supplied, pursuant to the Call-Off Contract.

The indemnity provided by the Supplier in respect of IPR Claims is contingent upon:

- 3.6 the Buyer promptly notifying The Supplier in writing of any IPR Claim and not making any prejudicial statement;
- 3.7 the Supplier being allowed to control the defence and settlement of such IPR Claim; and
- 3.8 the Buyer cooperating with all reasonable requests of the Supplier (at the Supplier's expense) in defending or settling the IPR Claim.

If at any time an IPR Claim is made, or in the Supplier's opinion is likely to be made in respect of any Deliverable, The Supplier may at its own expense and option either:

- 3.9 obtain for the Buyer the right to continue using such Deliverable; or
- 3.10 modify or replace the Deliverable to avoid infringement.

Special Term 4: DATA PROCESSING:

4.1 In Joint Schedule 11 paragraph 13(c) the wording "enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor" shall be followed by "unless the Parties have agreed alternative arrangements in writing".

4.2 The Parties acknowledge that Annex 1 to Joint Schedule 11 may need to be updated for each Statement of Work, any such updates to be agreed between the Parties as part of or concurrently with the Statement of Work.

Buyers Special Terms

- 1 The Supplier team will use tooling specified by the EIP program. Presently this is Google Workspace and Jira. It will be the Supplier's responsibility (providing costs are reasonable and proportionate) to ensure they have the required software licences, comprising:
 - 1.1 Google Workspace. This is subject to change whereby Google Workspace may be replaced at any time with Microsoft Teams/Office. All shared data will be held within the Buyer's systems.
 - 1.2 JIRA licensing, if the Supplier is hosting JIRA (the Buyer may use their instance of JIRA if preferred, but would need to provision accounts for the Supplier's team). the supplier will be required to complete all their work with the buyer's JIRA account except where otherwise requested by the buyer.
- 2 The initial Statement of Work is only for the delivery of Alpha phase, the Buyer reserves the right not to proceed with the Beta phase with the Supplier.
- 3 All development work, testing, prototyping and other artefacts must be delivered within the Buyers dev environment (space) unless otherwise agreed by the Buyer and specified within an individual Statements of Work.
- 4 This is an outcomes contract, all deliverables related to this contract must be delivered by the Supplier within the agreed capped time and material budget.
- 5 The Supplier is required to notify the Buyer of any problem or risk it has identified and ensure that it takes all reasonable steps to ensure that delivery is not impacted. The Supplier shall be provided access to all discoveries related to this requirement, it is the responsibility of the Supplier to highlight any gaps or concerns in the discovery outputs in a timely manner such that any necessary remedial work can be explored (and if

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necessary a separate statement of work prepared). The Buyer can decide on how to address the gaps.

- 6 All outputs and deliverables including but not limited to software codes, designs prototypes and artefacts developed as part of this contract will be the Intellectual property of the Buyer and the Crown.
- 7 Where the Supplier is introducing third parties to deliver part of the outcomes or as sub-processors, it is the responsibility of the Supplier to manage the deliverables of these third party suppliers and their data compliance's alignment to the UK Central Government GDPR requirements.

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Call-Off Start Date: 24th January 2022

Call-Off Expiry Date: 23rd January 2024

Call-Off Initial Period: 24th January 2022 – 30th April 2022 (for 1st SOW)

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £1,150,000 – Alpha value as per the first Statement(s) of Work. Beta value to be decided on completion of Alpha.

Call-Off Deliverables

See Call-Off Schedule 20

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.

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.

Clause 11.2 states: "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form". Given the estimated Year 1 Charges of £800,000, the total aggregate liability will therefore be £5 million.

Call-Off Charges

- 1 Capped Time and Materials (CTM) or as otherwise agreed for individual Statements of Work
- 2 Further details provided in Call-Off Schedule 5

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

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

Invoice/BACS Transfer monthly in arrears

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Buyer's Invoice Address

Department of Levelling-Up, Communities and Housing
FSSD CP2P Team 4th Follow
High Trees
Hillfield Road,
Hemel Hempstead,
HP2 4XN

Buyer's Authorised Representative

Buyer's Environmental Policy

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

Buyer's Security Policy

Buyer Security Policy inserted in Call-Off Schedule 9

Supplier's Authorised Representative

Supplier's Contract Manager

Delivery Approach

The project will be run in an agile manner and all relevant ceremonies for the agile (SCRUM) delivery methodology must be observed.

It is the responsibility of the Supplier to observe all these SCRUM ceremonies and provide relevant artefacts accordingly.

Progress Meeting Frequency

As required by the SCRUM methodology and the teams' cadence.

See Call-off schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard).

Key Staff

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

The Supplier's day rates and names of Supplier's staff are Commercially Sensitive Information.

The Parties confirm that the Supplier's tender submission has been treated as private and confidential and will continue to be treated in such a manner.

The Parties acknowledge that, under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) as amended, the Buyer is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information. The Supplier acknowledges that the Buyer could receive requests for any information relating to this Call Off Contract and/or the tender procedure and may be legally obliged to release information.

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Balanced Scorecard and Material KPIs

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard).

These are required.

Additional Insurances

Insurance requirements shall be as stated in Joint Schedule 3 (Insurance Requirements):

- Public liability and products insurance: £5 Million
- Employers' liability: £5 million
- Professional indemnity: £5 million

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) and the commitments in the suppliers ITT response on Social values.

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:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Data processing arrangements can be found in Joint Schedule 11 (Processing Data). These will be reviewed when new SOWs are prepared, and updated where the Parties agree this is needed.