

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **DDaT23110**

CALL-OFF TITLE: **DSIT - Report Official Development Assistance (RODA)**

CALL-OFF CONTRACT DESCRIPTION: The Report your official development assistance (RODA) is a bespoke digital service that supports the collection of data and information on the:
Department for Science, Innovation and Technology (DSIT) activities funded by its ODA research and innovation funds.

THE BUYER: **Department for Science, Innovation and Technology (DSIT)**

BUYER ADDRESS 100 Parliament Street, London, SW1A 2BQ

THE SUPPLIER: **The Dextrous Web Ltd (trading as DWX)**

SUPPLIER ADDRESS: Calls Landing 36-38 The Calls, Leeds, LS2 7EW

REGISTRATION NUMBER: 6617101

DUNS NUMBER: 211267270

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 26th April 2023

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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S): Lot 1: Digital Programmes. A DSP

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) RM6263
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)

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- Call-Off Schedules for RM6263
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call-Off Tender submission)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.11)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

[None]

CALL-OFF START DATE:	1st May 2023
CALL-OFF EXPIRY DATE:	31st March 2024
CALL-OFF INITIAL PERIOD:	11 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 Months
CALL-OFF OPTIONAL EXTENSION VALUE:	TBC
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 Months
CALL-OFF CONTRACT VALUE:	£170,900 Excluding VAT (optional up to maximum £175,000 Excluding VAT for the following 12 months.)

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KEY SUB-CONTRACT PRICE: **Not Applicable**

CALL-OFF DELIVERABLES

As per the tender response submitted through the e-sourcing portal in response to this procurement.

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Not applicable

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.



2022-Cyber-Essential Certificate The
s-b59bbcc0-9eba-49&Dextrous Web 11556.



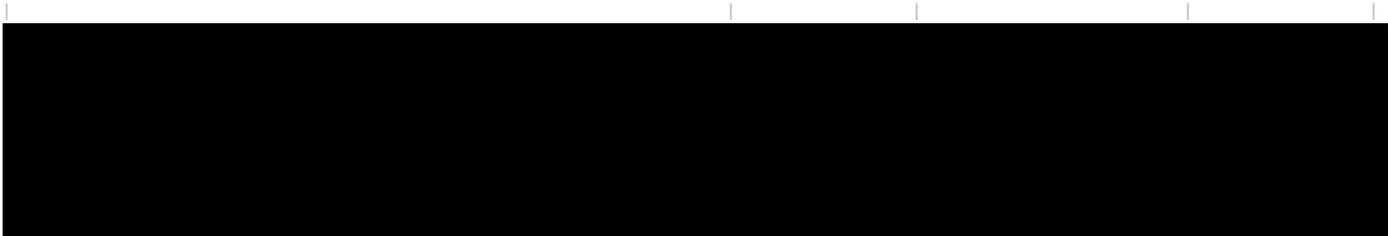
MAXIMUM LIABILITY

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.

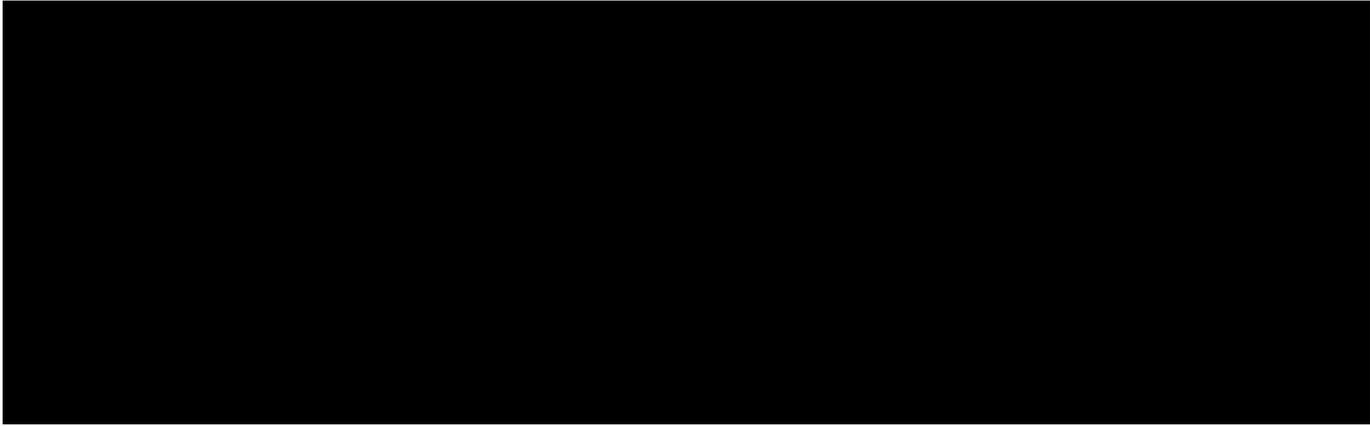
The Estimated **Year 1** Charges used to calculate liability in the first Contract Year is **£170,900 ex VAT** Estimated Charges in the first 11 Months of the Contract.

CALL-OFF CHARGES

Fixed Price billed monthly for support
Capped time and materials billed fortnightly for development sprints



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		Budget total (ex VAT)	£170,900.00
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The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

None

PAYMENT METHOD

BACS (30 days in arrears upon receipt of a valid invoice)
 All invoices must be sent to [REDACTED]

BUYER'S INVOICE ADDRESS:

Buyer Name: UK Shared Business Services Ltd
 Email: [REDACTED]
 Address: Polaris House, North Star Avenue, Swindon, SN2 1FF

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED]
 Role: [REDACTED]
 Phone: [REDACTED]

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Email: [REDACTED]

Address [REDACTED]

BUYER'S ENVIRONMENTAL POLICY

BEIS Environmental policy, version, January 2020, available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991859/beis-environment-policy.pdf

BUYER'S ENVIRONMENTAL POLICY

In accordance with [Environment Act 2021 \(legislation.gov.uk\)](https://www.legislation.gov.uk) as amended and any other applicable UK Legislation as issued

BUYER'S SECURITY POLICY

Security policy framework: protecting government assets, version, 24 May 2018, available online at:

<https://www.gov.uk/government/publications/security-policy-framework>

The Supplier shall comply with the security requirements set out in Call-Off Schedule 9 (Security) and any other security requirements set out or referred to in Call-Off Schedule 20 (Call-Off Specification).

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name:

[REDACTED]

Role: [REDACTED]

Phone: [REDACTED]

email address: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

Name: [REDACTED]

Role: [REDACTED]

Phone: [REDACTED]

email address: [REDACTED]

PROGRESS REPORT FREQUENCY

To be minimum 1 per month at a time to be agreed.

PROGRESS MEETING FREQUENCY

Progress meetings to be minimum 1 per month at a time to be agreed.

KEY STAFF

[REDACTED] (Head of International Partnership Funds)

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALY SENSITIVE INFORMATION

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Not applicable

MATERIAL KPIs

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract

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 as per the Supplier's respond to this tender DDaT23110 via e-sourcing portal Jaggaer.

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:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	12 May 2023	Date:	15 May 2023

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS

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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:	1 May 2023
SOW Title:	RODA Service application support
SOW Reference:	SOW 1
Call-Off Contract Reference:	DDaT23110
Buyer:	Department for Science, Innovation and Technology (DSIT)
Supplier:	The Dextrous Web Ltd (trading as DWX)
SOW Start Date:	1 May 2023
SOW End Date:	31 March 2024
Duration of SOW:	11 months
Key Personnel (Buyer)	[REDACTED]
Key Personnel (Supplier)	<p>Suppliers Staff:</p> <p>Name: [REDACTED] Role: [REDACTED] Phone: [REDACTED] email address: [REDACTED]</p> <p>Name: [REDACTED] Role: [REDACTED] Phone: [REDACTED] email address: s [REDACTED]</p> <p>Name: [REDACTED] Role: [REDACTED] Phone: [REDACTED] email address: [REDACTED]</p>

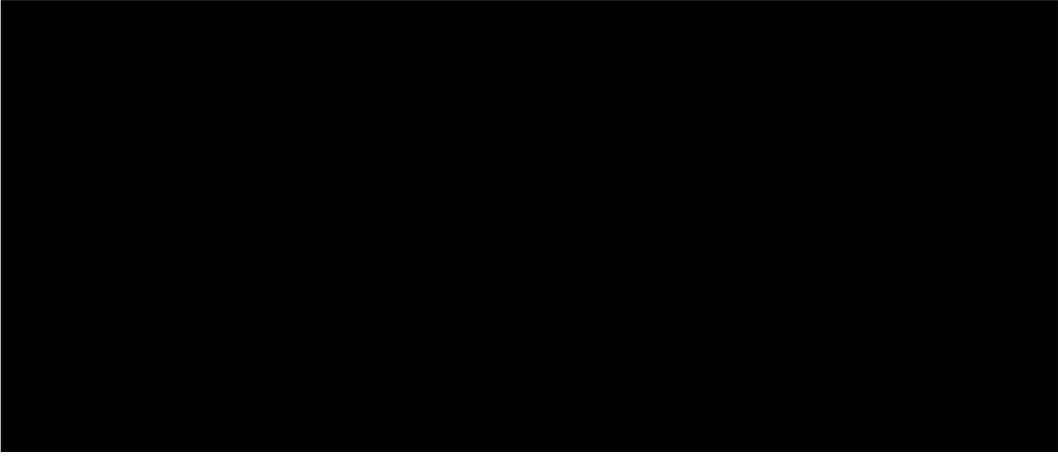
2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	[REDACTED]
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Delivery phase(s)	
Overview of Requirement	

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3. CHARGES	
Call Off Contract Charges	
Reimbursable Expenses	None

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name  Title  Date 12 May 2023 Signature 
For and on behalf of the Buyer	Name  Title  Date 15 May 2023

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	Signature
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ANNEX 1

Data Processing

Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: [REDACTED]
2. The contact details of the Suppliers Data Protection Officer are: [REDACTED]

Name: [REDACTED]
 Role: [REDACTED]
 Phone: [REDACTED]
 email address: [REDACTED]

3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The new external website will have an opt in function to sign up for news and will link to our social media accounts. No other data will be held by UK SBS.
Duration of the processing	There is no end date currently as the subjects will be able to unsubscribe at any time.
Nature and purposes of the processing	Opt- in function for email alerts for news/jobs.
Type of Personal Data	Email address only
Categories of Data Subject	Members of the public, clients, staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained in line with GDPR law

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<p>Controls in place to prevent further use of the data</p>	<p>The data is not intended for any other use. The data will be controlled in line with UK SBS data protection guidance.</p>
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