

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

Order Form

| | |
|--------------------------------|---|
| CALL-OFF REFERENCE: | CPD4124112 |
| CALL-OFF TITLE: | DLUHC Digital Planning Reform Programme Delivery Partner – Planning Data Platform |
| CALL-OFF CONTRACT DESCRIPTION: | To provide a team to continue to develop and operate the planning.data.gov.uk beta platform, ensuring it meets the needs of services and analysts consuming planning and housing data. Also to support planning authorities to provide more of their planning policies and decisions as data, monitoring the data they publish, and giving them clear guidance, feedback they can act upon. And work with the DLUHC digital land multidisciplinary team to support more datasets and standards as they emerge, prioritised by the needs of users building digital planning services, as well as departmental policy objectives. |
| THE BUYER: | Department of Levelling Up, Housing and Communities (DLUHC) |
| BUYER ADDRESS: | Fry Building, 2 Marsham Street, London, SW1P 4DF |
| THE SUPPLIER: | TPXimpact Limited |
| SUPPLIER ADDRESS: | REDACTED |
| REGISTRATION NUMBER: | REDACTED |
| DUNS NUMBER: | REDACTED |
| SID4GOV ID: | N/A |

It is essential 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.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 02 December 2022. 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 oblige the Buyer to buy or the Supplier to supply Deliverables. The first SOW will be agreed and signed shortly after the kick-off meeting, which is to follow signature of this order form. IR35 status will be determined on a case-by-case basis within each SOW.

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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)

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. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - 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 Part A)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

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- Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 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

None

| | |
|---|---|
| CALL-OFF START DATE: | 09 December 2022 |
| CALL-OFF EXPIRY DATE: | 08 December 2026 |
| CALL-OFF INITIAL PERIOD: | 04 years |
| CALL-OFF OPTIONAL EXTENSION PERIOD: | 1 x 12 months |
| MINIMUM NOTICE PERIOD FOR EXTENSION(S): | 30 days |
| CALL-OFF CONTRACT VALUE: | <p>£3,854,166.00.00 excluding VAT with estimated £8,000,000.00 ceiling for the initial 4-year contract term. Individual SoWs will be agreed as required, agreeing each work package and taking into account any specific KPIs/milestones/data processing/security requirements.</p> <p>The budget has been approved for spend up to 31/03/25, any services required beyond this date will be subject to further funding and internal approvals.</p> |

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification) and will be agreed for each individual Statement of Works (SoW).

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: Individual SoWs will be agreed as required, agreeing each work package

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and taking into account any specific KPIs/milestones/data processing/security requirements.

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.

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 £1,300,000.

CALL-OFF CHARGES

- Fixed Price daily rates which include travel and subsistence

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoice monthly in arrears.

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

BUYER'S ENVIRONMENTAL POLICY

Greening Government Commitments Annual Report (April 2020)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

See Call-Off Schedule 1 Transparency Reports

PROGRESS MEETING FREQUENCY

See Call-Off Schedule 1 Transparency Reports

KEY STAFF

To be agreed in each SOW.

KEY SUBCONTRACTOR(S)

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4

BALANCED SCORECARD

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

MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

| Material KPIs | Target | Measured by |
|--|--|--------------------|
| Placing Suitable Staff in 5-10 work days | The Supplier will provide the Authority with CVs of suitable candidates for the team, and support the Authority in conducting interviews should it be required. This also applies to when the Authority requires the replacement of an individual if a mutually agreeable resolution to a dysfunctional fit cannot be found in 5 work days. The countdown begins on agreement of each statement of work. | 98% |

SLAs/KPIs to be agreed at each Statement of Works

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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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.

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 (using Appendix 1) 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: | | Signature: | |
| Name: | | Name: | |
| Role: | | Role: | |
| Date: | | Date: | |

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 (**to be agreed after initial kick-off meeting**) 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 Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

Annex 1 (Template Statement of Work)

| | |
|--|--|
| 1. STATEMENT OF WORK ("SOW") DETAILS | |
| <p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p> | |
| Date of SOW: | |
| SOW Title: | |
| SOW Reference: | |

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|------------------------------|--|
| Call-Off Contract Reference: | |
| Buyer: | |
| Supplier: | |
| SOW Start Date: | |
| SOW End Date: | |
| Duration of SOW: | |
| Key Personnel (Buyer) | |
| Key Personnel (Supplier) | |
| Subcontractors | |

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

| | |
|-----------------------------|---|
| SOW Deliverables Background | <i>[Insert details of which elements of the Deliverables this SOW will address].</i> |
| Delivery phase(s) | <i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i> |
| Overview of Requirement | <i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i> |
| Accountability Models | <i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i> <i>Sole Responsibility:</i> <input type="checkbox"/> <i>Self Directed Team:</i> <input type="checkbox"/> <i>Rainbow Team:</i> <input type="checkbox"/> |

3. BUYER REQUIREMENTS – SOW DELIVERABLES

| | | | |
|---------------------|-----------------------|---------------------|----------|
| Outcome Description | | | |
| Milestone Ref | Milestone Description | Acceptance Criteria | Due date |

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| Material KPIs | Target | Measured by |
|---------------|--------|-------------|
| | | |
| | | |

| Key Role | Key Staff | Contract Details |
|----------|-----------|------------------|
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|-----------------------------|--|--|--|
| MS01 | | | |
| MS02 | | | |
| | | | |
| | | | |
| Delivery Plan | | | |
| Dependencies | | | |
| Supplier Resource Plan | | | |
| Security Applicable to SOW: | <p>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).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>insert if necessary</i>]</p> | | |
| Cyber Essentials Scheme | <p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p> | | |
| SOW Standards | <p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p> | | |
| Performance Management | <p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p> | | |
| Additional Requirements | <p>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.</p> | | |

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| Key Supplier Staff | <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p> |
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| Ref. | Type of Information | Which Services does this requirement apply to? | Required regularity of Submission |
|------|---------------------|--|-----------------------------------|
| 1. | [insert] | | |
| 1.1 | [insert] | [insert] | [insert] |

| | |
|-------------------------------|---|
| Worker Engagement Status | [Yes / No] [Insert details] |
| [SOW Reporting Requirements:] | <p>[Further to the Supplier providing the management information detailed in 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:</p> <p>]</p> |

| 4. CHARGES | |
|---------------------------|---|
| Call Off Contract Charges | <p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • Capped Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> |
| Rate Cards Applicable | [Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.] |
| Financial Model | [Supplier to insert its financial model applicable to this SOW] As per bid |

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| Reimbursable Expenses | As Per TPXimpact's bid pricing schedule. |
|------------------------------|--|

5. 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

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

| | |
|--|--|
| For and on behalf of the Supplier | Name and title Date Signature |
| For and on behalf of the Buyer | Name and title Date Signature |

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 amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Relevant Authority is Controller and the Supplier is Processor 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> <ul style="list-style-type: none">• The personal data of specialists in the form of CVs <p>The Supplier is Controller and the Relevant Authority is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with Paragraph 2 to Paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none">• n/a <p>The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• n/a <p>The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• 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,• N/A |

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| | |
| Duration of the Processing | From contract start date to contract end |
| Nature and purposes of the Processing | <p>The supplier will be putting forward specialists to fill the roles we need on the contract, whether they be developers, user researchers, PMO. They will either be FT employees of the winning tenderer, or interims employed on a temporary basis for the contract specifically. The data will therefore be sent by individuals to the company, and then forwarded onto us for acceptance. They will also include CVs as part of their bid pack.</p> <p>CVs of specialists will be reviewed before joining DLUHC teams. CVs will be deleted by the Buyer after review.</p> <p>It is the Supplier's responsibility to treat personal data as per Data Protection Legislation in regards to processing CVs.</p> |
| Type of Personal Data | <p>Name, address, date of birth, NI number, telephone number, pay. As held by the Supplier.</p> <p>The buyer does not require address, date of birth, NI number, pay or biometric data</p> |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary |
| Plan for return and destruction of the data once the Processing is complete | CVs will be reviewed and deleted by the Buyer upon accepting or rejecting the individual. |
| UNLESS requirement under Union or Member State law to preserve that type of data | |