

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

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Call-Off Reference: Digital Marketplace Ref: 15099; Buyer's Ref: 33305

Call-Off Title: Future Farming and Countryside Digital Cultural Transformation

Call-Off Contract Description: The FFCP is looking for a supplier to support the programme in transforming the cultural ways of working to become an agile, user-centred organisation that achieves its intended policy outcomes, describe the gap and programme of work required to address the gap and achieve the required level of maturity.

The Buyer: DEFRA (Future Farming and Countryside Programme)

Buyer Address: Seacole Building, 2 Marsham Street, London, SW1P 4DF, United Kingdom

The Supplier: Public Digital Limited

Supplier Address: 9 Perseverance Works, London, E2 8DD, UK

Registration Number: 09819399

DUNS Number: 22-117-5357

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **01 SEP 21**.

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)

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)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 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 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)

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

Use of Sub-contractors.

Special Term 1. Notwithstanding Clause 1.5.1 of Framework Schedule 1 (Specification):

- a. Supplier may subcontract the Services (in part or in whole) with the prior express written approval of the Buyer (which may be granted, withheld or subject to conditions at the Buyer's absolute discretion). Supplier may use individual freelancers or individual contractors from time to time without the need for express prior written approval.
- b. Without prejudice to the generality of the preceding sub-clause, Buyer's approval of the use of sub-contractor(s) by Supplier may include the requirement to incorporate the provisions of Joint Schedule 6 (Key Subcontractors) and/or Joint Schedule 12 (Supply Chain Visibility).

Call-Off Start Date: 01 SEP 21

Call-Off Expiry Date: 31 AUG 23

Call-Off Initial Period: TWENTY-FOUR CALENDAR MONTHS

Call-Off Optional Extension Period: SIX MONTHS

Minimum Notice Period for Extensions: ONE CALENDAR MONTH

Call-Off Contract Value: £1,495,200 (ONE MILLION, FOUR HUNDRED AND NINETY-FIVE THOUSAND, TWO HUNDRED POUNDS) (ex. VAT)

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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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:

Not applicable

Cyber Essentials Scheme

Not used

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.

[REDACTED]

Call-Off Charges

1 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.

Reimbursable Expenses

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

Payment Method

BACS

Buyer's Invoice Address

To be confirmed

Buyer's Authorised Representative

[REDACTED]

Buyer's Environmental Policy: [Department for Environment, Food and Rural Affairs Outcome Delivery Plan: 2021 to 2022 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/department-for-environment-food-and-rural-affairs)

Buyer's Security Policy: Included as Annex 4 (Security Policy)

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

As Authorised Representative above.

Progress Report Frequency

Within ten working days from the end of each quarter following agreement with the Buyer on the report pro-forma.

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Progress Meeting Frequency

To be determined in agreement with the Buyer.

Key Staff

- [REDACTED]
- [REDACTED]
- [REDACTED]

The engagement has been determined as outside IR35.

Key Subcontractor(s)

Subcontractors to be determined

Commercially Sensitive Information

- Supplier rates card
- Personal data of Supplier personnel

Balanced Scorecard

Not used

Material KPIs

Not used

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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: [REDACTED]

Role: [REDACTED]

Date:

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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)).

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

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Date of SOW: 01 SEP 21

SOW Title: FFCP Digital Cultural Transformation

SOW Reference: 33305

Call-Off Contract Reference: TBD

Buyer: DEFRA (Future Farming and Countryside Programme)

Supplier: Public Digital Limited

SOW Start Date: 01 SEP 21

SOW End Date: 31 AUG 23

Duration of SOW: 24 MONTHS

Key Personnel (Supplier):

- [REDACTED]
- [REDACTED]
- [REDACTED]

Subcontractors: Use of sub-contractors is subject to the prior written agreement of the Buyer in accordance with the terms and conditions of the Framework Agreement and this Call-Off Agreement.

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Background.

FFCP is transitioning its delivery model away from traditional 'waterfall' deployment towards an agile method to ensure that user experience and feedback is captured within product design and delivery. This will require a programme of change to current ways of working, tools and skills used within the programme and the knowledge of all programme staff to refocus how policy objectives are achieved. Key to this will be to take existing teams along the journey, respecting their different experiences and expertise and encouraging and enabling them to get involved.

Problem Statement.

- Clear direction and communication are required from the leadership team to instil confidence in those who are in internal teams and key stakeholders/ collaborators across the programme. There is limited experience and understanding across the programme of agile user-centred delivery and how to apply this methodology within the newly formed teams. The structures which are in place do not enable a culture of delivery, embrace an agile, user-centred environment or working within or through a structure of multi-disciplinary teams.
- There are a number of projects/teams across DEFRA who are leading on delivery of work which incorporates continuous improvement. The current level of maturity of the programme's existing agile capability is not known, nor is the gap to be addressed to achieve a mature level of performance or the programme of work required to achieve the required level of maturity. Clarity is required on how the expected outcomes from these pieces of work could align with industry best practice in transforming the culture of an organisation and empowering teams to work in a new and different way.

Overview of Requirement: Delivery

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Supplier will deliver a programme of digital cultural transformation in accordance with the resource schedule at Annex 2 (Resource Profile)

1. work with the FFCP leadership team to create and deliver a programme of training to develop the knowledge and skills needed to communicate and champion the transition from waterfall to agile, user-centred delivery methodology in a complex operating environment;
2. conduct a maturity assessment of existing programme/Defra Agile capability, including a description of the desired future state, the gap between the current state and that desired future state, and the actions required to address that gap; and
3. deliver a programme of Agile-focused training to c. 450 FFCP personnel who are directly involved in delivering the programme's policy objectives to achieve the desired future state of user-centred, agile product delivery.

Delivery Plan: Supplier's resource plan is included at Annex Two (Supplier Resource Plan) below; the operational delivery plan is to be identified following the Project Inception meeting and updated in each periodic report or as otherwise requested by the Buyer.

Dependencies:

Supplier Resource Plan: See Annex Two (Supplier Resource Plan) below

Security Applicable to SOW:

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

Framework Schedule 8 (Self Audit Certificate)

(Security).

Cyber Essentials Scheme:

Not used

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:

Material KPIs	Target	Measured by	Measurement period
1. Project inception	A project inception meeting is convened not later than twenty (20) calendar days from execution of the contract	Supplier lead and Operations Lead hold project inception meeting	One-time
2. Pro-forma report	Supplier generates a pro-forma periodic report document for review/ approval by Supplier not later than twenty (20) calendar days following the project inception meeting	Draft pro-forma report is received. Buyer comments/feedback incorporated into the final agreed pro-forma.	One-time
3. Periodic Report	Delivery of report from Supplier	Each report delivered within ten working days from the end of each quarter	Quarterly

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:

Key Role	Key Staff	Contact Details	Employment / Engagement Route (incl. inside/outside IR35)
██████████	██████ ██████	██████████	██████
██████████	██████ ██████████	██████████	██████

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.	Period Report		

Framework Schedule 8 (Self Audit Certificate)

1.1	TBD in accordance with the process set out at 'Performance Management' above.	All Services	Quarterly as set out above.
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4 Charges

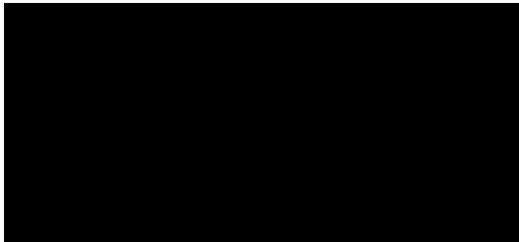
Call Off Contract Charges:

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 £1,495,200 (on million, four hundred and ninety-five thousand, two hundred pounds) (ex. VAT).

Rate Cards Applicable:



Reimbursable Expenses:

See Annex 3 (Expenses). Reimbursable Expenses are capped at £5,000 (five thousand pounds).

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 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:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

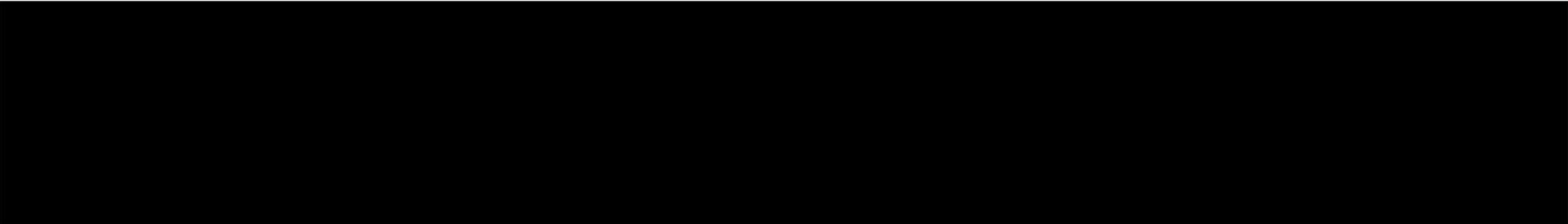
Signature:

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</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>
Duration of the Processing	Duration of this call-off agreement and only as required in line with statement of work submissions.
Nature and purposes of the Processing	<p>The nature of the Processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose of the Processing is to deliver a programme of digital cultural transformation to the Defra staff engaged on the Future Farming and Countryside Programme.</p>
Type of Personal Data	Name, business contact details, image(s)
Categories of Data Subject	Future Farming and Countryside Programme Staff and stakeholders (including volunteers, agents, and temporary workers)
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under law to preserve that type of data</p>	Any data remaining under the possession or control of Supplier following expiry or termination of this call-off agreement is to be either returned to the Buyer or permanently destroyed (including the destruction or erasure of information held in computer backup and archive facilities) and the same confirmed in writing from Supplier to Buyer not later than one (1) calendar month following expiry or termination.

Annex 2 (Supplier Resource Plan)



Annex 3 (Expenses)

Principles

1. If possible travel should be avoided, using a more sustainable and cost-effective means of achieving the business objective such as telephone or video or web conferencing.
2. All travel outside of policy should be avoided as far as possible. Prior approval must be sought
3. Only additional costs incurred compared to the usual personal expenditure when travelling to and working at a permanent workplace can be claimed.

Travel should only be undertaken when there is no other practical business alternative and, where travel is necessary, sustainability and environmental issues are to be taken

Rail travel is preferred; advance fares offer best value for money.

Rail and air travel, including class of travel

Travellers should adhere to the following rules:

- Air travel between locations on mainland England, Wales and Scotland is not permitted
- rail is the preferred means.

The lowest **practical** fare/rate should be selected within the permitted class of travel.

Rail	Class of travel
All journeys	All rail travel should be booked as standard-class.

Advance purchase rail tickets should be purchased when possible. Last minute travel should be avoided as far as business will allow.

An appropriate Railcard should be used where the traveller is eligible.

Mileage claims

Mileage claims are only permitted for **additional** mileage compared to everyday commuting costs.

Types	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars where no public transport alternative	45p	25p
Private cars and vans-public transport rate	25p	25p

Taxis	

Framework Schedule 8 (Self Audit Certificate)

All Journeys	Taxi fares should be claimed ONLY where the approver is satisfied that such costs are necessary, for example, journeys where there is no other suitable method of public transport.
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Subsistence

Subsistence may be claimed where the following conditions apply:

- The expense arises necessarily from the proper performance of the claimant's duties
- The expense is incurred whilst away from the claimant's regular place(s) of work or whilst staying away from home
- The expense incurred is reasonable and additional to normal expenditure.
- The claim is fully supported by receipts submitted with the claim.
- The claim is within the ceiling rate.

For periods in excess of 24 hours a new period begins and the ceilings apply as before.

Reimbursement up to the appropriate ceiling is for additional expenditure necessarily incurred in respect of food and drink (excluding alcohol) consumed during the absence: **over 5 hours out of office: up to £5 over 10 hours out of office: up to £10 over 12 hours out of office: up to £15 over 24 hours out of office: up to £20** – a person can only claim under this heading if there is an overnight stay at a hotel where lunch and/or dinner is not included in the hotel charge.

Only one ceiling rate can be applied in any 24-hour period, they cannot be combined.

These rates apply to all areas of the country.

These expenses **cannot** be claimed if:

- The out of pocket expenses that you incur are not additional to your regular personal expenditure
- The meal does not constitute additional unavoidable expenditure.
- Meals have been taken at home.
- Meals are provided during a training course, conference or similar activity.
- Meals are provided on the train or plane and included in the ticket cost

Additionally:

- Alcohol cannot form part of any claim

Hotel rates

Hotel upper limits	
Location	Upper limit
London (bed and breakfast)	£130 per night
UK other (bed and breakfast)	£75 per night for all other locations

All bookings over the hotel ceiling rates should have express approval

Alcohol

Costs relating to Alcohol will not be reimbursed.

Annex 4 (Security Policy)



PLIS002 Defra
Group Security Polic