



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

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: | CCIS21A06 / 14059 |
| Call-Off Title: | Content Management System Discovery – CCS Accessibility Remediation |
| Call-Off Contract Description: | Discovery Phase for an Accessibility Remediation Solution |
| The Buyer: | Crown Commercial Service |
| Buyer Address: | REDACTED |
| The Supplier: | Studio 24 Limited |
| Supplier Address: | REDACTED |
| Registration Number: | REDACTED |
| DUNS Number: | REDACTED |

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29th April 2021.

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
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o 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 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 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - 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

None.

| | |
|---------------------------------------|------------------------------------|
| Call-Off Start Date: | Friday 30 th April 2021 |
| Call-Off Expiry Date: | Tuesday 27 th July 2021 |
| Call-Off Initial Period: | Twelve (12) weeks |
| Call-Off Optional Extension Period: | None. |
| Minimum Notice Period for Extensions: | N/A |
| Call-Off Contract Value: | £55,591.50.00 (excluding VAT) |

Call-Off Deliverables

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).

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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.

The Estimated Year 1 Charges used to calculate liability is £55,591.50.

Call-Off Charges

Fixed Price

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 on satisfactory completion of the stated deliverables

Buyer's Invoice Address

REDACTED

Buyer's Authorised Representative

REDACTED

Buyer's Environmental Policy

Not Applicable.

Supplier's Authorised Representative

REDACTED

Progress Report Frequency

Progress reports are to be given twice weekly from the commencement of the Contract.

Progress Meeting Frequency

The supplier will liaise with the Contracting Authority's project manager to report progress in a weekly google hangout conference review meeting on the delivery of the work and the requirement.

The Supplier may be also be asked to dial into monthly Steering Group calls.

Key Staff

REDACTED

Key Subcontractor(s)

Not Applicable.

Commercially Sensitive Information

Suppliers Bid Submission.

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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):

| Material KPIs | Target | Measured by |
|----------------------|---------------|--|
| Progress reports | 100% | Bi weekly steering calls to discuss progress to start, this can be reviewed once we enter a regular drum beat of work. |
| User research | 100% | Updates on user research which can be addressed in steering calls or during standalone meetings. |
| Written Report | 100% | Full report as set out in in Section 7 of the Statement of Requirements. |

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:

REDACTED

For and on behalf of the Buyer:

REDACTED

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Appendix 1

A statement of work will be completed for each point of the project.

Annex 1 (Template Statement of Work)

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:

SOW Title:

SOW Reference:

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 – Deliverables Context

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

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables

Outcome Description:

| Milestone Ref | Milestone Description | Acceptance Criteria | Due Date |
|---------------|-----------------------|---------------------|----------|
| MS01 | | | |
| MS02 | | | |

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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 (Security).

[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:

[Insert if necessary]]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** 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 |
|---------------|--------|-------------|
| | | |
| | | |

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[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:

| Key Role | Key Staff | Contract Details | Employment / Engagement Route (incl. inside/outside IR35) |
|----------|-----------|------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |

[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. | [insert] | | |
| 1.1 | [insert] | [insert] | [insert] |

4 Charges

Call Off Contract Charges:

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

- Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

Rate Cards Applicable:

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[**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.]

Reimbursable Expenses:

None.

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:

Title:

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> <ul style="list-style-type: none"> In relation to names and contact details concerning user research and any other relevant information. |
| Duration of the Processing | This will be for the term of the agreement, and for 7 years post exit (for audit purposes and as per the privacy notice). |
| Nature and purposes of the Processing | To include procurement / tender document processing; supplier spend reporting / MI processing; outcome report; and any user research. |
| Type of Personal Data | Supplier names, address, email address, telephone No. (even if it is organisation data only, and even if it is already in the public domain); buyer (CCS) name, address, email address, telephone No. and user research personal data. |
| Categories of Data Subject | Supplier; buyer and end user. |
| 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 | <p>Contract documents would be retained post expiry for 6/7 years, CCS have stated 7 years in their privacy notice.</p> <p>Financials / MI would be wrapped up in the above.</p> <p>User research would be 3 years.</p> <p>Output reports / recommendations (if personal data is included) would be for 3 years post expiry.</p> |

