

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

Order Form

Call-Off Reference:	CPD412004
Call-Off Title:	MHCLG Data Collection/Grant Admin Service (DELTA) Live, Technical Support & Development
Call-Off Contract Description:	MHCLG Data Collection/Grant Admin Service (DELTA) Live, Technical Support & Development for 2 years.
The Buyer:	Ministry of Housing, Communities and Local Government
Buyer Address:	Fry Building, 2 Marsham Street, London, SW1P 4DF
The Supplier:	The Stationery Office Limited - TSO
Supplier Address:	1-5 Poland Street, Soho, London, England, W1F 8PR
Registration Number:	03049649

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 01 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
 - 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) RM1043.7

- 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - 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

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

Special Term 1: All outputs will be owned by MHCLG and published openly where appropriate using a suitable open license that supports reuse.

Special Term 2: All materials/outputs derived from the contract shall be the property of MHCLG.

Special Term 3: UK GDPR requirements are as per Joint Schedule 11.

Call-Off Start Date: **1st April 2021**

Call-Off Expiry Date: **31 March 2023**

Call-Off Initial Period: **2 years**

Call-Off Optional Extension Period: None.

Minimum Notice Period for Extensions: NA

Call-Off Contract Value: £228,000.00 (£9,500.00 per month) with estimated ceiling costs of £280,500.00 excluding VAT. Additional development and support work up to a ceiling of £1,500,000.00 excluding VAT, during the term, may be required subject to budget/business case approval.

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

No additional Standards.

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 £140,250.00 (excluding VAT).

Call-Off Charges

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

None.

Payment Method

BACS/Electronic Invoice.

Invoices must quote the Buyer's contract number and Purchase Order number (to be confirmed) along with an appropriate description of work completed, applicable dates and timesheets which have been approved by the Buyer. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.

Buyer's Invoice Address

REDACTED

CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.

Buyer's Authorised Representative

Name: REDACTED

Role: REDACTED

Email: REDACTED

Address: Ministry of Housing, Communities & Local Government, Fry Building, 2 Marsham Street, London, SW1P 4DF

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

Detailed in Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

Name: REDACTED

Role: REDACTED

Tel: REDACTED

Email: REDACTED

Address: 1-5 Poland Street, Soho, London, England, W1F 8PR

Supplier's Contract Manager

Name: REDACTED

Role: REDACTED

Tel: REDACTED

Email: REDACTED

Address: 1-5 Poland Street, Soho, London, England, W1F 8PR

Progress Report Frequency - Monthly

Progress Meeting Frequency - Monthly

Key Staff

See Supplier's proposal and CVs (Our Development and Support Team)

Key Subcontractor(s)

NA

Commercially Sensitive Information

NA

Balanced Scorecard

NA

Material KPIs

NA

Additional Insurances

NA

Guarantee

NA

Social Value Commitment

NA

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)).

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

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:	MHCLG Data Collection/Grant Admin Service (DELTA) Live, Technical Support & Development
SOW Reference:	001
Call-Off Contract Reference:	CPD4121004
Buyer:	Ministry of Housing, Communities and Local Government
Supplier:	TSO
SOW Start Date:	12 April 2021
SOW End Date:	11 April 2023
Duration of SOW:	2 years
Key Personnel (Buyer):	REDACTED
Key Personnel (Supplier):	REDACTED
Subcontractors:	NA

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: Ongoing service

Delivery phase(s): Ongoing service

Overview of Requirement: See below

Proactive, preventive approach:

- Use Application Performance Monitoring tools and other categorisation techniques to determine the hot spots as well as type of problems in the software causing the highest and most critical support tickets.
- Provide these insights to the product owner and business stakeholders, allowing them to prioritise the hot spots during development sprints and thereby address the root cause in order to avoid future recurrence.

Reactive approach:

- This is a standard support approach where a dedicated engineer will track and prioritise the tickets, investigate and fix them and then plan a release as part of the regular release cycle or patch to the Live environment if it is a critical fix.
- As part of the investigation, the engineer would also determine the likely problem area of the application e.g. grants, submissions, datastore, Organisations, Reference data, Active Directory, CPM etc. This investigation would reveal what “type” of ticket it is, e.g. “User queries/error”, “Data error”, “Infrastructure error”, “System error”. Depending on the “type” and “frequency” of occurrence of each “type”, a preventative approach will be planned in collaboration with the MHCLG Product Owner and Business stakeholders.

Tracking and reporting delivery:

- Support activities will be monitored by support ticket numbers and data being collected through our JIRA system, as well as internal feedback from users on a regular basis. Through the course of these activities, the goals that this work seeks to address include:
- Successfully pay organisations based on Delta Grant Configurations
- Collect data through a resilient and reliable digital service.
- Enable MHCLG to analyse data collected via Delta to inform policy inform policy decisions

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

- The supplier will provide ongoing support services as described in their bid and as part of the Contract Specification.
- Additional development work is to be agreed at backlog management and sprint planning meetings. These meetings should be attended by representatives for the buyer and supplier.

Dependencies:

- MHCLG's MarkLogic cluster - the DELTA services operate and store data using MHCLG's MarkLogic database cluster, referred to as the Datamart. The Supplier will work with the Buyer's support contractor for the Datamart.

- Other teams who rely on the Datamart. The Datamart hosts other applications and databases. The Supplier will work with other teams that rely on the Datamart to ensure there's no cross-over of work on the Datamart. Approaches may include attending the 'Scrum of Scrums' meeting and using messaging channels to coordinate work with other teams and remain aware of other teams' work plans.
- MHCLG's cloud infrastructure. The infrastructure for the Datamart and other MHCLG applications is provided and managed by a third-party provider. The Supplier will work with third-parties as needed in order to deliver the services under this contract. The Supplier will keep MHCLG informed of any work with the third-parties. Where required, the Buyer can facilitate introductions to third-parties depending on for this contract.
- Deliver support to the Datamart shared services, comprising of
 - CMS: and
 - Common Payment Module

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).

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
Support handling time		

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Additional Requirements:

None

SOW Reporting Requirements:

None

4 Charges

Call Off Contract Charges:

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

- Capped Time and Materials
- Fixed Price

a) Support charges for two-year contract period

Delta application support services shall cost £9,500.00 per month excluding VAT. Over the course of the duration of the call-off contract, the overall cost shall be £228,000.00 excluding VAT. Support charges will be invoiced monthly and are based on current user levels provided at the start of this contract.

As part of this call-of contract, the Supplier shall also deliver support to the Datamart shared services, comprising of

- CMS: and
- Common Payment Module

b) Development activities – charges

Development stories agreed and delivered through an Agile process. Priorities shall be discussed and agreed by the Authority (MHCLG Senior Product Owner and Senior Delivery Manager) on a capped time and materials basis

To ensure the agile methodology and deliverables are agreed between the Authority and the Supplier, a pre-agreed sprint cap shall be agreed by can be varied as the need arises. Payment will be invoiced on a sprint basis.

Both the supplier and the Authority shall work collaboratively to agree and vary the priority of

development activities as the sprint is delivered.

Day rate for team members (delivering development activities) are as per the below TSO proposal document

REDACTED

If development sprints are stopped through the agile process followed in delivering development activities, but then need to be reinstated, the Authority need to provide 2 to 3 weeks lead time to enable this to be happen. This time covers logistical challenges to have resources move from other projects to this one on ad-hoc basis.

The Authority reserves the right to consider competing future development activities, in the event that the Supplier does not have the capacity and achieving value for money in future for the Authority.

Rate Cards Applicable:

See supplier proposal above.

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	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: • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] 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: • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] 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: • 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, • [Insert the scope of other Personal Data provided by one Party]

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

	who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] [Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes. The nature of the Processing means any operation such as 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) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]