

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

Order Form

CALL-OFF REFERENCE: DDaT22371

CALL-OFF TITLE: NSI Digital Service – Lead Technical Architect

CALL-OFF CONTRACT DESCRIPTION:

The Department for Business, Energy and Industrial Strategy (BEIS) are commissioning services from a Lead Technical Architect with SC clearance to provide Technical Architectural design and governance for the NSI Digital Service including developing a road map for its future transformation and its delivery across domain platforms. Ensure continued performance of the service for both internal and external users.

THE BUYER: The Department for Business, Energy and Industrial Strategy (BEIS)

BUYER ADDRESS 1 Victoria Street, London, SW1H 0ET

THE SUPPLIER: Smart Sourcing

SUPPLIER ADDRESS: Silk Mill House, 21 Marsh Parade, Newcastle
Upon Lyme, ST5 1BT

REGISTRATION NUMBER: 04359421

DUNS NUMBER: 423171870

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

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th January 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 2: Digital Specialist

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)

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- 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 3 (Continuous Improvement)
 - 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 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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

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CALL-OFF START DATE: 9th January 2023CALL-OFF EXPIRY DATE: 8th January 2025CALL-OFF INITIAL PERIOD: 9th January 2023 to 22nd May 2023 (for the first statement off works)

CALL-OFF OPTIONAL EXTENSION PERIOD: 6 Months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 2 Months

CALL-OFF CONTRACT VALUE: The contract is over 2 years. Service will be commissioned on a call off basis and subject to individual statement of works. The day rate is [REDACTED] a day. The Call-Off contract value is £400,000

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

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essential 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 CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is up to £200,000.00

CALL-OFF CHARGES

Time and Material

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.

For any additional SOWs agreed,

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Monthly in arrears – PO number to be provided by the Buyer to the supplier as soon as practicable following Call-Off Start Date

BUYER'S INVOICE ADDRESS:

IT Project Lead, National Security and International Directorate

@beis.gov.uk

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BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]@beis.gov.uk

BUYER'S ENVIRONMENTAL POLICY

[beis-environmental-policy.pdf \(publishing.service.gov.uk\)](#)

BUYER'S SECURITY POLICY

Attached document

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director

[REDACTED]
[REDACTED]

[@smartsourcing.co.uk](#)

Silk Mill House, 21 Marsh Parade, Newcastle Under Lyme, ST5 1BT

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Managing Director

[REDACTED]
[REDACTED]

[@smartsourcing.co.uk](#)

Silk Mill House, 21 Marsh Parade, Newcastle Under Lyme, ST5 1BT

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

United Kingdom

Contract

Reference: DDaT22371.

[REDACTED]

KEY SUBCONTRACTOR(S)

n/a

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COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

[EITHER (1)]

BALANCED SCORECARD

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

MATERIAL KPIs

Please see Schedule 13

ADDITIONAL INSURANCES

N/A

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT



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.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Managing Director	Role:	Director, [REDACTED]
Date:	3/1/2023	Date:	03.01.23

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 Annex1 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:	9 th January 2023
SOW Title:	Lead Technical Architect
SOW Reference:	1

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Call-Off Contract Reference:	DDaT22371 - NSI Digital Service – Lead Technical Architect
Buyer:	The Department for Business, Energy and Industrial Strategy
Supplier:	Smart Sourcing
SOW Start Date:	9th January 2023
SOW End Date:	22nd May 2023
Duration of SOW:	4.5 months
Key Personnel (Buyer)	██████ – Category Manager
Key Personnel (Supplier)	██████████
Subcontractors	Not applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	This SOW covers the key deliverables for a Lead Technical Architect, as set out in the Specification document.
Delivery phase(s)	This SOW covers the period from 9th January 2023 to 22nd May 2023
Overview of Requirement	<ul style="list-style-type: none"> - To provide Technical Architectural design and associated engineering governance for the NSI Digital Service including developing a road map for its future transformation and its delivery across domain platforms. - Lead on the Design Authority function and information assurance. - Manage suppliers and liaise with National Cyber Security Centre on ICT security and engineering standards. - Ensure continued performance of the service for both internal and external users. - Lead Gov.uk Sign in integration. - Lead on long term fix for Firewall issues using encryption. - Lead on provision of analytics figures for GDS. - Lead on the investigation of the suitability of SOC. - Lead Second region release process.

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Accountability Models	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input checked="" type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input type="checkbox"/></p>
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3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	To provide Technical Architectural design and governance for the NSI Digital Service including developing a road map for its future transformation and its delivery across domain platforms. Work with our supplier to ensure continued performance of the service for both internal (which includes ISU and other Government Departments) and external users (businesses and their representatives).		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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Delivery Plan	Detailed deliverables to be agreed monthly.																	
Dependencies	Working with the current supplier who oversees the NSI digital service IT project.																	
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>The resource should hold a minimum of SC clearance.</p>																	
Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essential Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).																	
SOW Standards	Compliance with Government Digital Service (GDS) standards is paramount (https://www.gov.uk/service-manual/service-standard)																	
Performance Management	<p>See call-off schedule 14 (Service levels and balanced scorecard)</p> <table><tr><th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>			Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details																
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 Annex1 attached to this Statement of Work.</p>																	

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Key Supplier Staff	Outside IR35 – SDS provided
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Worker Engagement Status	Yes Services contract operating outside IR35. Limited Company Contractor
[SOW Reporting Requirements:]	See Call-Off Schedule 15 (Call-Off Contract Management) Buyer will advise once in post

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is</p> <p>Time and Material</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is [REDACTED] per day</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	n/a
Financial Model	As per tender submission [REDACTED] per day.

5. SIGNATURES AND APPROVALS
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>

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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 [REDACTED] and title [REDACTED] Date 3 rd January 2023 Signature [REDACTED]
For and on behalf of the Buyer	Name [REDACTED] and title: [REDACTED] Date: 03.01.23 Signature: [REDACTED]

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> <p>Personal Data we receive under the NSI Act includes</p> <ul style="list-style-type: none"> • Notifier name and contact details (email address, telephone number) • Details of the qualifying entity • Details of the acquirer • Nationality

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	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]
Duration of the Processing	As per call off contract
Nature and purposes of the Processing	<i>The processing of personal data by the Investment Security Unit (ISU) is for compliance with the National Security and Investment Act 2021. The ISU is responsible for centrally coordinating a cross-government process to scrutinise investments with potential national security threats and provide balanced advice on such investments to the Secretary of State for BEIS. The NSI notification portal and Case Management System owned by BEIS is the digital system for receiving notifications and processing them in accordance with the NSI Act.</i>
Type of Personal Data	name, address, nationality, job title, telephone number, relationship to relevant company.
Categories of Data Subject	Company Directors or other Officers, legal representatives of companies, Civil Servants
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	See BEIS privacy notice - for data received under the NSI Act. Data to be retained by the supplier until the expiry or termination of the call-off contract, following which data is to be returned to the Buyer and the Supplier's copies destroyed. If requirements change, we will seek to revise this policy, by agreement.