

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 4 Framework Agreement (RM1043.6) includes

Part A - Order Form

Part B – Terms and conditions

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes
23. Termination
24. Consequences of termination
25. Supplier's status
26. Notices
27. Exit plan
28. Staff Transfer
29. Help at retendering and handover to replacement supplier
30. Changes to Services
31. Contract changes
32. Force Majeure
33. Entire agreement
34. Liability
35. Waiver and cumulative remedies
36. Fraud
37. Prevention of bribery and corruption
38. Legislative change
39. Publicity, branding, media and official enquiries
40. Non Discrimination
41. Premises
42. Equipment
43. Law and jurisdiction

44. Defined Terms

Part C - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services are bought (Further Competition process)

Schedule 8 - Deed of guarantee

Schedule 9 - Processing, Personal Data and Data Subjects

Schedule 10 – Alternative Clauses

The Order Form (Part A), the Terms and Conditions (Part B), and the Schedules (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part C) are set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Ministry of Housing, Communities and Local Government (MHCLG)
Supplier	Connected Places Catapult Services Ltd
Call-Off Contract Ref.	CPD/004/120/106
Call-Off Contract title	Discovery into 'golden thread' of building safety information
Call-Off Contract description	Following the Hackitt Review and the Building a Safer Future consultation, a proposal was made for a 'golden thread' of building safety information. This discovery will refine / identify options for the golden thread requirements, investigating the need for digital/ data standards and how these will help meet regulatory requirements.
<u>Call-Off Contract period</u>	Start 12 th May 2020 and last for 9 Weeks (ending on 6 th July 2020)
Start date	12 th May 2020
End date	06 July 2020 or when all deliverables are met as stated in Schedule 3 Statement of Work.
(Optional) Maximum Call-Off Contract Extension Period	One extension period of up to 7 weeks can be mutually agreed between the Customer and the Supplier to allow for completion of outstanding tasks. This is to take into account any delay that the project might be experienced as a result of COVID 19 and related governmental advice.
Latest Extension Period End Date	The extension must be activated before the end of the contract but can be for any duration up to a total of 7 weeks at any point in the future as mutually agreed between the Authority and Supplier.
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	The 7 week extension must be activated before the original contract expiry date as detailed above.
<u>Call-Off Contract value</u>	Overall capped time and material charges of: £85,425 ex VAT

	<p>Including:</p> <ul style="list-style-type: none"> - The supplier will look to keep expenses to a minimum and reasonable. The supplier will adhere to MHCLG expenses policy. Travel outside of the M25 must be agreed in advance of travel with the client. - Day rates are exclusive of VAT. 										
<p>Charging method</p>	<table border="1"> <tr> <td data-bbox="598 539 1374 647">Capped time and materials (CTM)</td> <td data-bbox="1374 539 1442 647">X</td> </tr> <tr> <td data-bbox="598 647 1374 714">Price per story</td> <td data-bbox="1374 647 1442 714"></td> </tr> <tr> <td data-bbox="598 714 1374 781">Time and materials (T&M)</td> <td data-bbox="1374 714 1442 781"></td> </tr> <tr> <td data-bbox="598 781 1374 848">Fixed price</td> <td data-bbox="1374 781 1442 848"></td> </tr> <tr> <td data-bbox="598 848 1374 947">Other pricing method or a combination of pricing methods agreed by the Parties</td> <td data-bbox="1374 848 1442 947"></td> </tr> </table>	Capped time and materials (CTM)	X	Price per story		Time and materials (T&M)		Fixed price		Other pricing method or a combination of pricing methods agreed by the Parties	
Capped time and materials (CTM)	X										
Price per story											
Time and materials (T&M)											
Fixed price											
Other pricing method or a combination of pricing methods agreed by the Parties											
<p>Notice period for termination for convenience</p>	<p>Two weeks (14 days)</p>										
<p>Initial SOW package</p>											

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043.6).

Project reference:	DOS-11868
Buyer reference:	CDP 004 120 106 Golden Thread
Order date:	23 April 2020
Purchase order:	To Be Advised
From:	Ministry of Housing, Communities and Local Government 2 Marsham Street London SW1P 4DF
To:	Connected Places Catapult Services Ltd 1 Sekforde Street London EC1R 0BE
Together:	the "Parties"

Principle contact details

For the Buyer:	Name:	[redacted]
	Title:	MHCLG – Policy Team
	Email:	[redacted]
	Phone:	[redacted]
For the supplier	Name:	[redacted]
	Title:	[redacted]
	Email:	[redacted]
	Phone:	[redacted]

Data Protection Officers

For the Buyer:	Name:	[redacted]
	Title:	MHCLG – Data Protection Officer
	Email:	Dataprotection@communities.gov.uk

	Phone:	[redacted]
For the supplier:	Name:	[redacted]
	Title:	[redacted]
	Email:	[redacted]
	Phone:	[redacted]

Buyer contractual requirements	
Digital outcomes and specialists services required:	Discovery into 'golden thread' of building safety information
Warranty period	There is no warranty period arising from this call-off contract.
Location:	<p>Ministry of Housing, Communities and Local Government, 2 Marsham Street, London, SW1P 4DF</p> <p>Work may be completed remotely where possible in accordance with governmental policy and guidelines during the COVID 19 UK Lockdown.</p> <p>Where work or a task under the specification would usually be conducted in person and this is not possible due to UK Lockdown or is anti-governmental advice, the approach to the task shall be discussed and agreed with the Authority prior to commencement.</p>
Staff vetting procedures:	The level of clearance for this requirement is: CTC clearance is desired. Whilst going through the CTC clearance process staff will be escorted onsite.
Standards:	Government Digital by Default standards and Government Service Manual standards shall apply for delivery of this call-off contract.
Limit on supplier's liability:	The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to Buyer Data or the Buyer Personal Data or any copy of such Buyer Data, caused by the Supplier's default under or in connection with this Call-Off Contract shall in no event exceed £ 1million. The annual aggregate liability under this Call-Off Contract of

	either Party for all defaults shall in no event exceed the greater of £ 300,000 or one hundred and twenty five percent (125%) per cent of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Period.
Insurance:	As per Contract Condition 10 of Part B of the call-off contract – Terms and conditions
Supplier's information	
Commercially sensitive information:	[redacted]
Subcontractors / Partners:	[redacted]
Call-Off Contract Charges and payment	
The method of payment for the Call-Off Contract Charges (GPC or BACS)	BACS
Invoice (including Electronic Invoice) details	Invoices will be raised and sent to MHCLG
Who and where to send invoices to:	Invoices should be sent to: CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN. Email address: CLGInvoices@communities.gov.uk
Invoice information required – eg PO, project ref, etc.	Purchase Order
Invoice frequency	Two invoices: First upon completion of Work Package 2 for £41,078 in line with call off charges as detailed below

	The Second upon completion of all deliverables under this tasking order.
Call-Off Contract value:	£85,425 on a capped Time and Materials basis

Call-Off Contract Charges:

Capped Time and Materials price of £85,425 for the Discovery phase.
[redacted]

Additional Buyer terms

Warranties, representations and acceptance criteria	The Supplier warrants and undertakes to the Buyer that: Not Required.							
Supplemental requirements in addition to the call-off terms	Not Required.							
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Required.							
Specific terms:	<table border="1"> <thead> <tr> <th>Clause</th> <th>Minimum number of days held within the Call-Off Contract</th> </tr> </thead> <tbody> <tr> <td>6 Warranties, representations and acceptance criteria</td> <td>Not Required.</td> </tr> <tr> <td>22 Managing</td> <td>Remains various shown within</td> </tr> </tbody> </table>		Clause	Minimum number of days held within the Call-Off Contract	6 Warranties, representations and acceptance criteria	Not Required.	22 Managing	Remains various shown within
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6 Warranties, representations and acceptance criteria	Not Required.							
22 Managing	Remains various shown within							

	Disputes	the Call-Off Contract terms
	23 Termination	Changed to Ten (10) consecutive Working Days
	29 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
	31 Contract Changes	Remains Five (5) Working Days
	32 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
	34 Liability	Remains various shown within the Call-Off Contract terms

Formation of Contract
<p>1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.</p>
<p>1.2 The Parties agree that they have read the Order Form (Part A), the Call-Off Contract terms and conditions (Part B), and the Schedules (Part C), and by signing below agree to be bound by this Call-Off Contract.</p>
<p>1.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the “call-off effective date”).</p> <p>1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part B. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.</p>
<p>2. Background to the agreement</p> <p>(A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043.6 (the “Framework Agreement”).</p> <p>(B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.</p>

(C) The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

Part C - The Schedules

Schedule 1 - Requirements

Requirements uploaded to the Digital Marketplace (copied as a link to this contract).

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/11868>

Schedule 2 - Supplier's response

Connected Places Catapult initial response to Essential Skills and Experience questions (attachment below).

[redacted]

Final Commercial proposal

[redacted]

Presentation slides (attached below)

[redacted]