

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

Order Form

Call-Off Reference:	DOS5-16528
Call-Off Title:	Statutory Debt Repayment Plan (SDRP) Delivery Partner
Call-Off Contract Description:	<p>To work in partnership with the Insolvency Service to deliver a Digital First service for a new debt management product, Statutory Debt Repayment Plan (SDRP).</p> <p>SDRP will be introduced by legislation, with a fixed implementation date. The implementation date is to be confirmed but is anticipated to be June 2024</p>
The Buyer:	The Insolvency Service
Buyer Address:	16 th Floor, 1 Westfield Avenue Stratford E20 1HZ
The Supplier:	NTT Data UK Ltd
Supplier Address:	2 Royal Exchange, 3rd Floor, London, EC3V 3DG
Registration Number:	03085018
DUNS Number:	49-075-5022
SID4GOV ID:	N/A

1. Applicable Framework Contract

- 1.1 This Order Form is for the provision of the Call-Off Deliverables and dated 10th August 2022.
- 1.2 It is issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.
- 1.3 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.
- 1.4 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)).
- 1.5 Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

2. Call-Off Lot

- 2.1 This call-off is made under DOS5 Lot 1: Digital Outcomes.

3. Call-Off Incorporated Terms

- 3.1 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 7 (Financial Difficulties)
 - 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 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)
 - 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.

3.2 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.

4. Call-Off Special Terms

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

Special Term 1: Changes to Services

It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes. In the event of significant or material change (approved Change Control), the Parties acknowledge that additional charges may occur.

Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier.

Due to the agile-based delivery methodology, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

Special Term 2: Where a Deliverable is subject to acceptance by the Buyer, this shall be in accordance with the acceptance criteria defined in the corresponding SOW.

The making of any payment by the Buyer, will in no way affect the responsibility of the Supplier to perform the Services in accordance with this Call-Off Contract and will not imply the Buyers acceptance of any Services or Deliverables. The Buyers acceptance of the Services and or any Deliverables shall be in accordance with the acceptance criteria defined in the respective SOW.

Call-Off Start Date	15 th August 2022
Call-Off Expiry Date	15 th August 2024
Call-Off Initial Period	24 Months
Call-Off Optional Extension Period	6 Months (to take final expiry date to 15 th February 2025)
Minimum Notice Period for Extensions	1 Month
Call-Off Contract Value	£10,762,451

5. Call-Off Deliverables

- 5.1 See details in Call-Off Schedule 20 (Call-Off Specification)

6. Buyer's Standards

- 6.1 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) and all other Standards as set out in the Supplier's tender response at Call-Off Schedule 4 (Call-Off Tender).
- 6.2 The Buyer and the Supplier acknowledge that Call-Off Schedule 9 (Security) does not reflect the latest Standards, and as such the Security Management Plan shall demonstrate compliance with the Buyer's Security Policy at all times. For the avoidance of doubt, where any material conflict exists between the provisions of Call-Off Schedule 9 (Security) and the Buyer's Security Policy, the Buyer's Security Policy shall take precedence.
- 6.3 The Buyer follows Government Standards on offshoring. The Supplier should note that no offshoring is permitted of software, people, data or services until permission has been sought from the Buyer's Security Representative, a risk assessment has been completed and approval confirmed to the Supplier.

7. Cyber Essentials Scheme

- 7.1 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.

8. Maximum Liability

- 8.1 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.
- 8.2 The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £6,013,244.80 which is based upon the assumption that Increment 0-4 for the Digital Service Solution and Payment Distribution Solution are completed.

9. Call-Off Charges

- 9.1 Capped Time and Materials (CTM) is the Charging method used in this Call-Off contract. Anticipated costs against each increment of the work is included into Call-Off Schedule 5 (Pricing Details and Expenses Policy). At this stage, the anticipated costs against each increment are based from the Supplier proposal and rate card estimates.
- 9.2 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.

10. Reimbursable Expenses

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

11. Payment Method

- 11.1 Payment will be made on receipt of a valid invoice. Invoices will be submitted a month in arrears. The Supplier shall outline hours expended and the associated SoW they are in aid of.

Payment of CTM invoices does not equate to acceptance for the Deliverables for which they are associated.

12. Call-Off Contract details

Buyer's Invoice Address	All invoices to be sent to [REDACTED]	
Buyer's Authorised Representative	[REDACTED]	
Buyer's Environmental Policy	N/A	
Buyer's Security Policy	Appended at Call-Off Schedule 9 (Security), Part B, Annex 2	
Supplier's Authorised Representative	[REDACTED]	
Supplier's Contract Manager	[REDACTED]	
Progress Report Frequency	Monthly	
Progress Meeting Frequency	Monthly	
Key Staff	[REDACTED] [REDACTED] [REDACTED]	
Key Subcontractor(s)	N/A	
Commercially Sensitive Information	Appended at Joint Schedule 4	
Balanced Scorecard	N/A	

13. Material KPIs

13.1 The following Material KPIs shall apply to this Call-Off Contract.

Material KPIs	Target	Measured by
Supplier Timesheets shall be submitted to the Buyer in a timely manner. The Buyer shall agree them without unnecessary delay.	100% of timesheet submissions to be submitted no less than ten working days prior to invoice submission. Buyer to agree 100% of Supplier's timesheet submissions no less than five working day prior to invoice submission.	Part of the mutually agreed Balanced Scorecard within the Contract Management Plan
The Supplier will deliver 100% of features as specified within individual SOWs	100% of features as specified within each SoW will be delivered and submitted for acceptance	Part of the mutually agreed Balanced Scorecard within the Contract Management Plan
Where supplier resources attached to the project and delivery team are replaced, this will be done in a timely manner with the mutual agreement of both parties and with any buyer requirements not unnecessarily delayed.	Where necessary, Key Staff will be replaced within the timescales stated in Call-Off Schedule 7.	Part of the mutually agreed Balanced Scorecard within the Contract Management Plan
Supplier to provide its service team with zero-carbon travel options through its electric car and cycle-to-work schemes	Metrics to track percentage of team using zero-carbon travel options shared on a bi-annual basis	Part of the mutually agreed Balanced Scorecard within the Contract Management Plan

14. Additional Insurances

14.1 Not applicable

15. Guarantee

15.1 Not applicable

16. Social Value Commitment

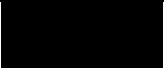



16.1 The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

17. Statement of Works





17.1 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 retained as project documents and appended to the Contract Records retained by the Buyer in its Contract Register portal and storage. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works which will similarly be retained by the Buyer in its Contract Register portal and storage.