



Crown
Commercial
Service

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

Call-Off Reference: Project 34466

Call-Off Title: Project_34466. Data Architecture Service for DDTS.

Call-Off Contract Description: The Defra DDTS Architecture team seek to appoint a Supplier for the provision of Data Architecture service to provide Core Team services and to meet Project Delivery demand. The agreement will be in place for a 24-month period

The Buyer:

The Supplier:

Supplier Address:

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 9th May 2022

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
 - Joint Schedule 12 (Supply Chain Visibility) **[Optional]**

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

- 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)- Optional/Not used
 - Call-Off Schedule 9 (Security)- Option A
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) Optional/Not used
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) [**Optional**]
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement) [**Optional**]
 - Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**]

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:

None

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

Call-Off Start Date:

Call-Off Expiry Date:

Call-Off Initial Period:

Call-Off Optional Extension Period:

Minimum Notice Period for Extensions:

Call-Off Contract Value:

Call-Off Deliverables

Option B: 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:

See Appendix 1.Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 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 £5 million Estimated Charges in the first 12 months of the Contract. The Supplier shall not be liable for any claims or losses arising from the negligent acts, omissions or wilful default of the Buyer.

Call-Off Charges

Summarise the Charging method(s) Buyer has selected below, and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- 1 Time and Materials (T&M)
- 2 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

Expenses will be reimbursed in line with the Buyers expense policy, or as otherwise agreed by the parties.

Payment Method

Invoice monthly in arrears

Buyer's Invoice Address

Buyer's Authorised Representative

Buyer's Environmental Policy

NOT APPLICABLE

Buyer's Security Policy

[Insert details [Document name] [version] [date] [available online at:]

or insert: [Appended at Call-Off Schedule 9 (Security)]]

Supplier's Authorised Representative

Supplier's Contract Manager

Progress Report Frequency

Monthly

Progress Meeting Frequency

Quarterly

Key Staff

N/A

Key Subcontractor(s)

N/A

Commercially Sensitive Information

Supplier's Commercially Sensitive Information

Balanced Scorecard

Not used

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

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)]

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

Director

Date:

**For and on behalf of
the Buyer:**

Signature:

Name:

Role: Date:

[**Buyer guidance:** execution by seal / deed where required by the Buyer]

Annex 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)).

Statement of Work (SoW)

- ***Delivery of the Data Architecture Service:***

- Development, Enhancement, and delivery of the Data Architecture Framework
- Operate Data Architecture Governance, Assurance and Guidance (see below).
- Enterprise Data Architecture development and alignment with other Architecture frameworks, strategies, principles, standards, and artefacts.
- Development and maintenance of Data Standards
- Defra Enterprise Data Model development
- Development and maintenance of artefacts under the Data Architecture Framework – Conceptual and Logical Data Models, Reference Data model / repository, Data Asset Catalogue, Business Glossaries, Taxonomies and Ontologies, Data Reference Enterprise Architecture Model, data analysis.
- Data catalogue definition and evaluation of products
- Supporting Virtual Teams, Shaping, consultancy and Communities of Practice
- External supplier and product assurance
- Delivery of Patterns, Standard and Roadmaps for Geospatial, Data Integration and Data & Analytics Domains and alignment with Data Architecture Framework

- ***Data Architecture Knowledge Management:***

- Provision of Data Architecture Consultation and Data Architecture Assessments
- Pre-Shaping and Shaping Portfolio support and Recruitment support across DDTS and major programmes
- Programme and Project based Data Architecture development and support
- Progress monitoring and reporting.

- ***Data Architecture Programme and Project Support:***

- Provision of suitably skilled Data Architecture and Data Analytical expert resources to be appointed to Defra Projects. Ensuring standards compliance as part of DDTS and Data Architecture assurance processes
- Provision of Data Architecture Consultation and Data Architecture Assessments

- Pre-Shaping and Shaping Portfolio support and Recruitment support across DDTS and major programmes
- Programme and Project based Data Architecture development and support (FCRM, FFCP, Trade, EMP, APHA and Defra project portfolios)
- Work with failing deliveries to troubleshoot and provide guidance to bring back on track
- Progress monitoring and reporting.
- **External Engagement:**
 - CDDO and other Government / third party groups
 - Cross Government initiatives especially National Data Strategy and Unified Data Model development
 - Government Data Architecture community and special interest groups.
- **Recruitment & Capability Development**
 - Supporting Recruitment of both permanent and contract Data Architect and Technical Data Analyst staff for both core team and Defra Programmes / Projects
 - Supporting mentoring, skills transfer, and development of Permanent Civil Servants within the Data Architecture team

Data Architecture Governance:

Ensure that deliverables and outputs, including but not limited to, architectural artefacts and design documents adhere to Defra standards, templates, tooling, frameworks and methodologies, or other formats agreed with the commissioning authority, or recognised best practice.

Ensure that all deliverables and outputs go through appropriate peer-review, technical assurance, and governance in accordance with Defra standards.

Ensure that all deliverables and outputs are managed and maintained appropriately with Defra in their preferred repository or those agreed with the commissioning authority, under appropriate control and that the content, context, and purpose of the output is clearly defined and explained through appropriate transfer of knowledge to nominated individuals.

Attend architectural meetings to give guidance and consultancy input. Including (but not limited to):

- Operate Data Architecture Ways of Working Assurance Group
- Technical Infrastructure Working Group
- Cloud Technology Working Group
- Cloud Design Review Boards (CSC)
- Delivery Governance Board (CSC)
- Defra Technical Design Authority / Major Projects Architecture Design Authority
- Interact with Defra's IT suppliers within the assigned areas of operation.

Support the impact assessment of technical initiatives and changes arising at

architectural meetings or working groups in the assigned areas of operation and highlight to relevant stakeholders.

Quality Standards:

Industry best-practice for architecture work products/artefacts in accordance with Defra standards and templates where they exist or as agreed between the supplier and Defra.

Technical Standards:

Defra Architecture Standards and Methodologies to be used in the delivery of these work products, based on TOGAF, ArchiMate notation and according to DAMA best practice and guidelines, and Defra Data Architecture Standards. The Supplier Staff must be appropriately experienced, qualified, and trained to provide Data Architecture services and be able to mitigate any continuity risks to Defra by proving that they are experienced in moving into legacy projects. The Supplier's staff will provide due skill, care, and diligence in faithfully performing their duties

Security Clearance:

Supplier will ensure the provided resources are suitably cleared for working with a Government Department.

Audit & Invoicing:

The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and accounting principles of:

- Operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers
- Services provided under any Call-Off Contracts (including any Sub-contracts)
- Amounts paid by each Buyer under the Call-Off Contracts
- MI Reports
- Proof of compliance with Data Protection Legislation

Supplier will issue a monthly invoice in arrears. All Invoices will include the Purchase Order number. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. permanent Civil Servant appointments, and the aim is to not utilise the full estimated contract value of the contract through permanent recruitment, utilising the Central Digital and Data Office (CDDO) cross-Government recruitment activities, which will be supported by the addition of Data Architecture in the DDaT pay framework from April 2022, and the effective recharging for service provided by project SoWs.

Task management, reporting & Performance

Co-ordinate the optimal deployment and use of core team resources in the delivery

of architecture and technical services.

Provide regular monthly status reports on progress against agreed deliverables, highlighting variations from plan and any architecture & technical risks and issues. This will include Performance Measurements which will be confirmed post contract let and ensure any Cabinet Office Visibility requirements are considered. Performance will be closely managed via the SoWs which will have detailed task requirements within them.

The Buyer will sign off a Confirmation Certificate for the services provided monthly. Such signoff shall denote final acceptance of the services performed and of any deliverables and shall be conclusive as to the satisfactory performance of the services. The Buyer shall provide its acceptance (signoff) or response of the monthly service within 5 days of submission or request for approval of a Confirmation Certificate.

Exit Management- Exit plan to be developed and agreed between the Supplier and the Buyer three (3) months prior to the contract end date

The Buyer acknowledges and agrees that where the Supplier has commenced work, under an agreed Statement of Work, and the Buyer changes the scope of work/services, the Supplier shall not be held liable for any losses arising from such change in scope/services including without limitation delivery timelines.

Supplier Lead:

The Supplier's Delivery Lead will have weekly meetings with the Head of Data Architecture to review demand and performance

The Supplier's Delivery Lead will conduct weekly stand-up with the Supplier's resources to discuss progress against work done to date against identified deliverables. This will be used to review high level Risks and Issues that may impact the deliverable timeframes

Suppliers' resources will provide a one page 'status' report as input into the above referenced session

Each month, the Supplier's Delivery Lead and Supplier's Service Delivery Manager will produce a further, consolidated report for upward reporting on deliverables due within that period. This will be provided to Defra's Head of Data Architecture within 10 working days of each calendar month.

The Supplier's Delivery Lead will conduct regular session to review the reports and to discuss any required escalations. The Delivery Lead will attend the Defra Technical Design Authority (TDA), Architecture Governance Board (AGB), or other technical assurance boards as required, providing an escalation route for architecture related issues.

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: Project_34466.

Call-Off Contract Reference: RM1043.7

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]

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][OR Cyber Essentials Plus 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

[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

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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:

- Time and Materials
- Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is

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.

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The rate card to be applied where the applicable charging method selected is Time and Material

Reimbursable Expenses:

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

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	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ● 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, ● Personal Data provided by one Party 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
Duration of the Processing	The duration of the Contract
Nature and purposes of the Processing	<p>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.</p> <p>The purpose might include employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Any Personal Data which includes without limitation name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.

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Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public, users of a particular service 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	The Personal Data shall be retained for the duration of the Contract and upon completion of the Contract, shall be returned or destroyed unless there is a legal obligation to retain such data.