

## Digital Outcomes and Specialists 2 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 2 Framework Agreement (RM1043iv) includes

### Part A - Order Form

### Part B - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

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

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

Schedule 8 - Deed of guarantee

### Part C – Terms and conditions as at [www.gov.uk](http://www.gov.uk)

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

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (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 B) is 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**

<b>Buyer</b>	Cabinet Office									
<b>Supplier</b>	Criteria Fieldwork Ltd									
<b>Call-Off Contract/Project Ref.</b>	WP1408									
<b>Call-Off Contract title</b>	Criteria Fieldwork Ltd									
<b>Call-Off Contract description</b>	GO.UK Roadmap Missions - Provision of capabilities for 60 minute 1-to-1 interviews. We may need to use other research methods, e.g. telephone interviews or online card sorting or online card sorting, as well as the potential for external observation facilities.									
<b><u>Call-Off Contract period</u></b>										
<b>Start date</b>	24/07/2017									
<b>End date</b>	21/07/2018									
<b>(Optional) Maximum Call-Off Contract Extension Period</b>	13 weeks (only with prior approval from Cabinet Office)									
<b>Latest Extension Period End Date</b>	21/10/2018									
<b>Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension</b>	To be agreed between the parties									
<b><u>Call-Off Contract value</u></b>	£75,270 excluding VAT This includes optional Lab Hire [REDACTED]									
<b>Charging method</b>	<table border="1"> <tr> <td>Capped time and materials (CTM)</td> <td></td> </tr> <tr> <td>Price per story</td> <td></td> </tr> <tr> <td>Time and materials (T&amp;M)</td> <td></td> </tr> <tr> <td>Fixed price</td> <td></td> </tr> </table>		Capped time and materials (CTM)		Price per story		Time and materials (T&M)		Fixed price	
Capped time and materials (CTM)										
Price per story										
Time and materials (T&M)										
Fixed price										

	Other pricing method or a combination of pricing methods agreed by the parties	x
<b>Notice period for termination for convenience</b>	See clause 23.2 of this call-off contract: The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent 20% of the total duration of the current SOW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.	
<b>Purchase order No.</b>	To follow	
<b>Initial SOW package</b>	See below	

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iv).

**Project reference:** GOV.UK Roadmap Missions

**Buyer reference:** WP1408.

**Order date:** 17/07/2017.

**Purchase order:** To follow.

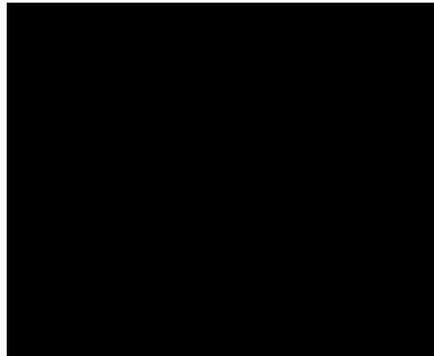
**From: the Buyer**

Cabinet Office (on behalf of Government Digital Service)



**To: the Supplier**

Criteria Fieldwork Ltd





**Together: the “Parties”**

**Principle contact details**

For the Buyer:	Name:		-----
	Title:		-----
	Email:		-----
	Phone:		-----
For the supplier:	Name:		-----
	Title:		-----
	Email:		-----
	Phone:		-----

**Call-Off Contract term**

**Commencement date:** 24/07/2017 and is valid for 12 months.

**Maximum Extension Period** 13 weeks

**Latest End date of any Extension Period** 21/10/2018

**Buyer contractual requirements**

**Digital outcomes and specialists services required:** GO.UK Roadmap Missions - Provision of capabilities for 60 minute 1-to-1 interviews or online card sorting, as well as the potential for external observation facilities.

Criteria Fieldwork proposes to undertake recruitment on behalf of GOV.UK, totaling 504 participants across 84 rounds of 6, with 1 person with access needs and 2 people with low digital confidence per round. Criteria Fieldwork is a dedicated qualitative recruitment service provider. We will provide research participants at the request of the GOV.UK based on the specifications provided in the original brief:  
<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/4496>

**Warranty period** 90 days from the date of Buyer acceptance of release.

**Location:** Government Digital Service offices in Holborn and Aldgate (from May 2017) and any pre-agreed remote locations

**Staff vetting procedures:** The level of clearance for this requirement is:  
N/A

**Standards:** N/A

**Limit on supplier's liability:** Employers Liability (Framework): As per Clause 9.35 of the framework terms. Enter any additional requirements

Employers Liability (The Buyer):  
The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £1 million.

The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed £1 million / fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000 and/or one hundred and twenty five percent (125%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

**Insurance:** Minimum Insurance period:  
Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

**To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:**

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.
- **public liability insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time

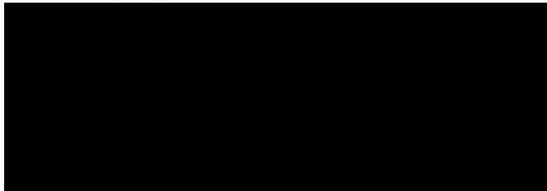
**Supplier's information**

**Commercially sensitive information:** Not used.

**Subcontractors / Partners:** Not used.

**Call-Off Contract Charges and payment**

**The method of payment for the Call-Off Contract Charges (GPC or BACS)** Monthly by BACS



**Invoice details** A comprehensive breakdown of the charges

**Who and where to send invoices to:** Email electronic invoices to

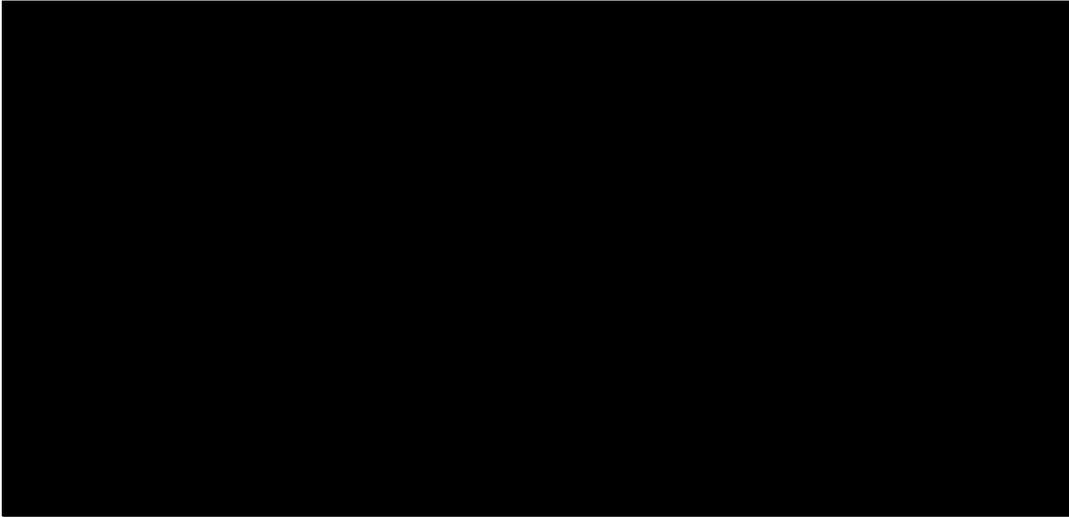


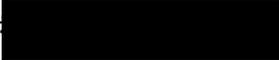
**Invoice information required – eg PO, project ref, etc.** WP1408 number and PO number

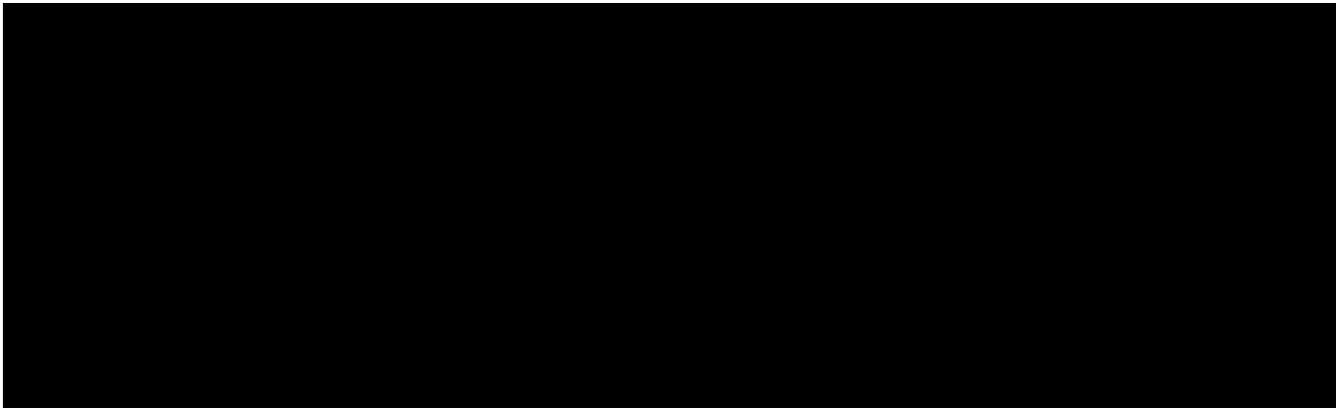
**Invoice frequency** Monthly in arrears or in line with completed SoW

**Call-Off Contract value:** Initial Contract value of £75,270 exc VAT subject to extension option.

**Call-Off Contract Charges:**



Plus optional Lab Hire of 



**Additional Buyer terms**

<b>Warranties, representations and acceptance criteria</b>	The Supplier warrants and undertakes to the Buyer that: N/A
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**Supplemental requirements in addition to the call-off terms**

Supplier must adhere to all service offerings made in the supplier proposal

Good spread of ages (18 years and over)

- Even split of male/female

- Good spread of socio-economic groups. We actively encourage participants from the socio-economic groups D & E

- From time to time we may also require some participants who have previously used

online government services such as completing a self-assessment tax return online, or renewing tax credits.

- From time to time we may also require some participants who have existing accounts with particular banks or online companies.

- Must be willing to be photographed and recorded on video during sessions

- Must be willing to use a computer during sessions

- Must bring reading glasses or other aids required for using a computer

- None to have taken part in a group or depth interview in the previous 6 months, or more than 3 in the previous 2 years

- None to work in Government, Local Government, Market Research, Web Design, Journalism, Public Relations, Advertising or Marketing

- None to have attended any kind of research for GOV.UK before.

**Buyer specific amendments to/refinements of the Call-Off Contract terms**

N/A

**Specific terms:**

<b>Clause</b>	<b>Minimum number of days held within the Call-Off Contract</b>
6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar 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