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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form) CPD4122209**

Version 2

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

### Order Form

**Buyer guidance:** 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.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: **CPD4122209** RM1043.7/CO/EIP/Northern\_Ireland/discovery/15704

Call-Off Title: Discovery for Northern Ireland products as part of EIP Digital programme

Call-Off Contract Description: Procurement for a team to deliver the discovery outcome for the Northern Ireland electoral studies and the implication with the UK Electoral Integrity Programme and the changes that will be implemented in the upcoming electoral bill currently going through the UK Parliament.,

The Buyer: Department for Levelling Up, Housing and Communities (DLUHC) - Electoral Integrity Programme

Buyer Address: Fry Building, 2 Marsham Street, London, SW1P 4DF.

The Supplier: Big Motive Limited

Supplier Address: The Flatiron, 64-66 Upper Church Lane, Belfast, BT1 4QL

Registration Number: NI051892

DUNS Number: 233841829

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **25<sup>th</sup> January 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports) – no reports required
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call Off Tender)
  - 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 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - 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.

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 stated

**Call-Off Start Date: 25 January 2022**

**Call-Off Expiry Date: 31 March 2022**

Call-Off Optional Extension Period: 4 weeks

Minimum Notice Period for Extensions: 1 week

**Call-Off Contract Value: £87,750.00 excluding VAT**

**Call-Off Deliverables**

See Call-Off Schedule 20

**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:

**Cyber Essentials Scheme**

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

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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.

Clause 11.2 states: "Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million the total aggregate liability will therefore be £5,000,000.00.

### **Call-Off Charges**

1. Capped Time and Materials (CTM)
2. Further details provided in Call-Off Schedule 5

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**

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

### **Payment Method**

Invoice/BACS Transfer monthly in arrears

### **Buyer's Invoice Address**

Electronic invoices to be sent to: [clginvoices@communities.gov.uk](mailto:clginvoices@communities.gov.uk)

Department for Levelling Up, Housing and Communities

FSSD CP2P Team, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.

### **Buyer's Authorised Representative**

<REDACTED>

### **Buyer's Environmental Policy**

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

### **Buyer's Security Policy**

Buyer Security Policy inserted in Call-Off Schedule 9

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**Supplier's Authorised Representative**

<REDACTED>

**Supplier's Contract Manager**

<REDACTED>

**Delivery Approach**

The project will be run in an agile manner and all relevant ceremonies for the agile (SCRUM) delivery methodology must be observed.

It is the responsibility of the Supplier to observe all these SCRUM ceremonies and provide relevant artefacts accordingly.

**Progress Meeting Frequency**

As required by the SCRUM methodology and the teams 'cadence.

See Call-off schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard).

**Key Staff**

<REDACTED>

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

The Supplier day rates and names of Supplier staff are Commercially Sensitive Information.

The Parties confirm that the Supplier's tender submission has been treated as private and confidential and will continue to be treated in such a manner.

The Parties acknowledge that, under the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) as amended, the Buyer is obliged (subject to the application of any relevant exemptions and, where applicable, the public

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interest test) to disclose information in response to requests for information. The Supplier acknowledges that the Buyer could receive requests for any information relating to this Call Off Contract and/or the tender procedure and may be legally obliged to release information.

### **Balanced Scorecard and Material KPIs**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – Section 2 (Balanced Scorecard). These are required.

### **Additional Insurances**

Insurance requirements shall be as stated in Joint Schedule 3 (Insurance Requirements):

- Public liability and products insurance: £5 Million
- Employers 'liability: £5 million
- Professional indemnity: £5 million

### **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) and the commitments in the suppliers ITT response on Social Values.

### **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:

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

Signature:

Name:

Role: