**Framework Schedule 6 (Order Form Template and Call Off Schedules)**

# Order Form

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| --- | --- |
| CALL-OFF REFERENCE:   | DInfoCom0262  |
| CALL-OFF TITLE:  CALL-OFF CONTRACT  | Digital Innovation Architect  |
| DESCRIPTION:    |  Innovation Architect for Digital Transformation and the wider Directorate Information  |
| THE BUYER:   | XXXXXXXXXXXX  |
| BUYER ADDRESS   | XXXXXXXXXXXXXXXXXXXXXXXXXXX |
| THE SUPPLIER:  | XXXXXXXXXXXXXX  |
| SUPPLIER ADDRESS:  | XXXXXXXXXXXXXX  |
| REGISTRATION NUMBER:  | XXXXXXXX |
|  DUNS NUMBER:  | XXXXXXXXXX  |
| SID4GOV ID:  | N/A  |

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14 March 2024.

It’s issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):**

Lot 2 – Digital Specialists

## 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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6263 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 6 (Key Subcontractors)

* + - Joint Schedule 7 (Financial Difficulties)
		- Joint Schedule 8 (Guarantee) - NA 
		- Joint Schedule 10 (Rectification Plan)
		- Joint Schedule 11 (Processing Data)
		- Joint Schedule 12 (Supply Chain Visibility) o Joint Schedule 13 (Cyber Essentials)
	+ Call-Off Schedules for RM6263 o Call-Off Schedule 1 (Transparency Reports)
		- Call-Off Schedule 2 (Staff Transfer) – NA
		- Call-Off Schedule 3 (Continuous Improvement)
		- Call-Off Schedule 4 (Call-Off Tender) o Call-Off Schedule 5 (Pricing Details and Expenses Policy) o Call-Off Schedule 6 (Intellectual Property Rights and Additional

Terms on Digital Deliveries) o Call-Off Schedule 7 (Key Supplier Staff)

* + - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)- NA o Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management)
		- [Call-Off Schedule 12 (Clustering) - NA
		- Call-Off Schedule 13 (Implementation Plan and Testing)
		- [Call-Off Schedule 14A (Service Levels) - NA
		- [Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
		- [Call-Off Schedule 15 (Call-Off Contract Management)
		- [Call-Off Schedule 16 (Benchmarking) - NA o [Call-Off Schedule 17 (MOD Terms)
		- Call-Off Schedule 18 (Background Checks)
		- [Call-Off Schedule 19 (Scottish Law) - NA
		- Call-Off Schedule 20 (Call-Off Specification)
		- [Call-Off Schedule 21 (Northern Ireland Law) - NA

* + - [Call-Off Schedule 23 (HMRC Terms) - NA o [Call-Off Schedule 25 (Ethical Walls Agreement) - NA o [Call-Off Schedule 26 (Secondment Agreement Template ) - NA
1. CCS Core Terms (version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6263
3. 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:

1. Wilful misconduct means an act or omission that involves a material breach of contract or other duty causing serious harm to the counterparty where:

1. the party intended the act or omission to involve a material breach of contract or other duty;

and

1. the party intended the act or omission to cause serious harm to the counterparty.
2. Save as stated otherwise in a Tasking Order Form, all Services and Deliverables shall be solely for the Buyer’s benefit and are not intended to be relied upon by any person or entity other than the Buyer.
3. Save as stated otherwise in a Tasking Order Form, the Authority will not disclose the Services or Deliverables to any entity other than the Authority without the Supplier’s consent not to be unreasonably withheld or delayed.
4. Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any

other entity caused by their or any other entity’s use of or reliance on the Services or Deliverables.

1. Buyer will be responsible for the licensing arrangements for any proprietary third-party software packages ("Third Party Software") to be used by Supplier in the provision of the Services and will obtain the necessary licence(s) directly from the relevant third party.
2. The Short Form Security Requirements apply.
3. A business continuity plan is not required.
4. Supplier staff to undertake mandatory onboarding and training as reasonably specified by the Buyer (e.g. DIMP).
5. Buyer authorises Supplier to use any Subcontractor named in the Supplier’s tender submission, including Supplier’s affiliates, to process the Buyer’s data and personal data. 10. The Supplier will not transfer Official-Sensitive or above data outside of Authority systems.

|  |  |
| --- | --- |
| CALL-OFF START DATE:   | 27 March 2024  |
| CALL-OFF EXPIRY DATE:   | 26 March 2025  |
| CALL-OFF INITIAL PERIOD:  CALL-OFF OPTIONAL  | 12 Months  |
| EXTENSION PERIOD:  MINIMUM NOTICE PERIOD  | 12 Months  |
| FOR EXTENSION(S):   | 3 Months  |
| CALL-OFF CONTRACT VALUE:   | £185,000 ex VAT |
| KEY SUB-CONTRACT PRICE:  | XXXXXXXX  |

**CALL-OFF DELIVERABLES**

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

* ADS Design Standards
* ADS Technical Standards
* Authority Standards

The Supplier will make all reasonable endeavours to comply with any changes to such standards during the contract term.

## CYBER ESSENTIALS SCHEME

The Risk Assessment Ref for this requirement is XXXXXXXXX with the Cyber Risk Profile as N/A.

## MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is 150% of the Estimated Yearly Charges (£277,500.00). As amended from the 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 £185,000 ex VAT.

## CALL-OFF CHARGES

Capped Time and Materials (CTM); In accordance with the Resources and Rates detailed in Call-Off Schedule 5 (Pricing Details and Expenses Policy)

**Invoice frequency**: Monthly in arrears in accordance with the Monthly Statement of Work.

All changes to the Charges must use procedures that are equivalent to those in

Paragraphs 4 and 5 (if used) in Framework Schedule 3 (Framework Prices)]

The Charges will not be impacted by any change to the Framework Prices.

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

CP&F

Invoice information:

* Contract reference,
* PO reference,
* Work undertaken
* Number of resources,
* Number of days,
* Day rate
* UIN against associated requirement

**BUYER’S INVOICE ADDRESS:**

XXXXXXXXXXX

XXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

## BUYER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXX

XXXXXXXXXXXX

**BUYER’S ENVIRONMENTAL POLICY**

Not applicable

**BUYER’S SECURITY POLICY**

Appended at Call-Off Schedule 9 (Security)

## SUPPLIER’S AUTHORISED REPRESENTATIVE

XXXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXXX

## SUPPLIER’S CONTRACT MANAGER

XXXXXXXXXXXX

XXXXXXXXXXX

XXXXXXXXXXX

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

## KEY STAFF

XXXXXXXXXX

XXXXXXXXX

XXXXXXXXXXXXX

## KEY SUBCONTRACTOR(S)

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

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## COMMERCIALLY SENSITIVE INFORMATION

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

## MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

REDACTED

## ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements) ]

**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:**  |  **For and on behalf of the Buyer:**  |  |
|  Signature:  |  XXXXXXXXXXX |  Signature:  |  [XXXXXXXXX](https://advaniauk.na1.adobesign.com/verifier?tx=CBJCHBCAABAAzIf31tuynIWe7AC3oWFTygTwqKsE57Ao) |
|  |
|  Name:  |  XXXXXXXXX |  Name:  | XXXXXXX |  |
|  Role:  |  XXXXXXXXXX |  Role:  |  XXXXXXXXXX |
|  Date:  |   |  Date:  | Mar 26, 2024 |

XXXXXXXXXX