



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

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

Order Form

| | |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Call-Off Reference: | DOS_15926 |
| Call-Off Title: | Agile Development Services for Funding Systems |
| Call-Off Contract Description: | We're looking for an experienced partner to iterate and continuously improve several components/products of our digital funding service. The components will exist in beta as minimum viable products. Other GDS phases may be needed in order to iterate them further. |
| The Buyer: | Department for Education |
| Buyer Address: | Sanctuary Buildings Great Smith Street London SW10 3BT |
| The Supplier: | Cognizant Worldwide Ltd |
| Supplier Address: | 1 Kingdom Street, Paddington Central, London, W2 6BD |
| Registration Number: | 07195160 |
| DUNS Number: | [REDACTED] |
| SID4GOV ID: | N/A |

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 02/02/2022 (2nd February 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

[Agile Development Services for Funding Systems - Digital Marketplace](#)

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 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer): Part C: No Staff Transfer on the Start Date and Part E: Staff Transfer on Exit
 - 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 9 (Security): Part A: Short Form Security Requirements
 - 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 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - 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

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

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules; or none]

Special Term 1: To supplement existing provisions, the Supplier will comply with the following additions:

☐ All supplier staff working on services in relating to this contract will need to undertake as a minimum, a BPSS and Enhanced DBS security check.

☐ The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call

Off Contract, is entirely at the Buyer's sole discretion

☐ The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to

provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.

☐ Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 1 and/or 2 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call off Contract.”

☐ Please refer to the defined terms section for further information on ‘Conviction’ & ‘Relevant Conviction’.

| Term | Definition |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Conviction | Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order. |
| Relevant Conviction | Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer |

Special Term 2:

Primary location:

(The supplier will be able to work remotely within the United Kingdom)

Cheylesmore House

Quinton Road

Coventry

CV1 SWT

- Primary locations will not attract expenses, some travel to other DfE sites may be required and must comply with DfE Travel and Subsistence policy. Parking is not available on DfE sites. Costs for additional roles required within this contract will be

discussed as needed.

- Should base location vary from this address it will be outlined and agreed upon the individual statements of work.
- Initial services will be delivered remotely in line with the current Government restrictions however the working arrangements/location will be set out in each statement of work

Special Term 3:

A latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the buyer, onboarding will take place within 10 working days of a statement of work being signed.

Special Term 4:

- Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
- Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis

Special Term 5:

Warranty Period

The warranty period for the Deliverables under this Call-Off Contract (including any digital deliverables and Specially Written Software) shall be 90 days or an alternative period as may be agreed between the parties in a Statement of Work.

Special Term 6:

Buyer Responsibilities

In respect of this Call-Off Contract, the Buyer, as project owner, will (i) perform the role, responsibilities, obligations and duties expressed to be on the Buyer's part in the Statement of Work within the relevant specified timescales specified in the Statement of Work or, if none, as soon as reasonably possible; and (ii) provide adequate and appropriately skilled, skilled and qualified resources to participate in the agile development process and to facilitate the testing and acceptance of the Deliverables.

Call-Off Start Date: 02/02/2022

Call-Off Expiry Date: 01/02/2024

Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: Up to a maximum of 6 months (25% total call-off period)

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: The total maximum value of this contract is £8,200,000 ex-VAT

Call-Off Deliverables

Agile Development Services for Funding Systems - Digital Marketplace

The link above sets out the outline scope for the project. For the avoidance of doubt, the Services (including the Deliverables and/or any milestones) will be agreed between Buyer and Supplier and defined in each Statement of Work.

The Buyer acknowledges and agrees that the Supplier has not be able to carry out any due diligence, design or scoping exercise on the operating environment and/or the products in scope of this Call-Off Contract (developed by the Buyer to enter Beta separate to this Call-Off Contract) to ascertain suitability for the provision of the Services. Therefore, notwithstanding that the Services (including the Deliverables and/or any milestones) will be agreed between Buyer and Supplier and defined in each Statement of Work, the Buyer acknowledges and agrees that the scope of these Services may need to be adjusted due to the lack of due diligence, design and scoping before commencement of the Statement of Work which is inherent in this agile development process and that, as a result, the development effort and/or the allocation of resources may not be used or may be used in a different way from the way in which it was originally intended and the Capped Time & Materials (CTM) may require a corresponding adjustment.

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 20 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Buyer's standards will be defined in each Statement of Work

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 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 £4,100,000 ex-VAT

Call-Off Charges

- 1 Capped Time and Materials (CTM) will be used as the charging method for this contract

The CTM will be agreed between Buyer and Supplier and documented the applicable Statement of Work.

The Supplier will have no obligation to perform any Services (including the provision of any Deliverables) under any Statement of Work where the value of the Time and Materials invoiced in respect of the Statement of Work exceeds the applicable CTM (unless Buyer and Supplier execute an appropriate change order approving further engagement).

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

- BACS
- Invoice Frequency of 30 days
- Invoice Information Required: All invoices must include: the Purchase Order number, Contract reference: Statement of Work reference and period/deliverables being invoiced.
- The buyer will pay the supplier within 30 calendar days of receipt of a valid invoice

Buyer's Invoice Address

Accounts Payable

ASC Purchasing

Cheylesmore House

Quinton Road

Coventry

CV1 SWT

AccountingService.ESFA@education.gov.uk

Buyer's Environmental Policy

Where relevant this will be agreed between Buyer and Supplier and defined in each Statement of Work .

Buyer's Security Policy



Security_DP_Standards_Clauses .docx

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.

| | |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Buyer's Authorised Representative: | [REDACTED] [REDACTED] Commercial Lead |
| Supplier's Authorised Representative | [REDACTED] |
| Supplier's Contract Manager | [REDACTED] |
| Progress Report Frequency | To be agreed between Buyer and Supplier and outlined in each individual Statement of Work |
| Progress Meeting Frequency | To be agreed between Buyer and Supplier and outlined in each individual Statement of Work |
| Key Staff | To be outlined in each individual Statement of Work |
| Key Subcontractor(s) | Not Applicable |
| Commercially Sensitive Information | The Call-Off Charges and/or any rate cards set out in this Call-Off Contract and any Statement of Work. [Call-Off Schedule 4 (Call-Off Tender)] |
| Material KPIs | To be agreed between Buyer and Supplier and outlined in each individual Statement of Work |
| Additional Insurance | Not applicable |
| Guarantee | Not applicable |
| Social Value Commitment | To be confirmed |

| | | |
|-----------|------------------|-----------------|
| | Supplier | Buyer |
| Name | [REDACTED] | [REDACTED] |
| Title | VP Contract Risk | Deputy Director |
| Signature | [REDACTED] | [REDACTED] |
| Date | [REDACTED] | [REDACTED] |

Appendix 1

The Buyer and Supplier shall complete and execute Statement of Works (in the form of the Authority's own template, linked below:

[REDACTED]

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 Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• There will be no processing of personal data by the Supplier, as defined within the Data Protection Legislation, for the purposes of this Call-Off Contract and the Buyer shall not disclose or allow the Supplier to have access to any personal data under this contract. If the Buyer requires the Supplier to process personal data under this Call-Off Contract, a change to the Call-Off Contract will need to be agreed, including without limitation to this Annex 1. |
| Duration of the Processing | Not Applicable |
| Nature and purposes of the Processing | Not applicable |
| Type of Personal Data | Not applicable |
| Categories of Data Subject | Not applicable |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member | Not applicable |

| | |
|-----------------------------------------|--|
| State law to preserve that type of data | |
|-----------------------------------------|--|

ANNEX 2

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

[Agile Development Services for Funding Systems - Digital Marketplace](#)

Deliverables which define the specification for each work package period shall be given via each Statement of Work, and will define the buyer's service standards

Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement is for resource, the IR35 status of the Key Roles must be detailed in the Specification.

ANNEX 3

Call-Off Schedule 4 (Call Off Tender)

<< Rate Card submission attachment – [Redacted] >>

<< Proposal submission attachment – [Redacted] >>