



Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 3

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

Order Form

Call-Off Reference: 13795

Call-Off Title: Explore Education Statistics public beta
Call-Off Contract Description: The Explore Education Statistics platform - aimed at making education statistics easier to find, access, navigate and understand - was launched in March 2020. We are now extending our public beta phase and need a team to enhance the service in line with user feedback and maintain the new service. The Buyer: Department for Education

Buyer Address:

20 Great Smith St
Westminster
London
SW1P 3BT

The Supplier: Hive IT

Supplier Address:

33-36 Gilbert
South Street
Park Hill
SHEFFIELD
S2 5QY

Registration Number: 08852342

DUNS Number: 21-984-6251

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

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 30/04/21.

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 - <https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/13795>

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) N/A
 - Joint Schedule 7 (Financial Difficulties) N/A
 - Joint Schedule 8 (Guarantee) N/A
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility) N/A

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- 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]**
 - 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 16 (Benchmarking) N/A
 - Call-Off Schedule 17 (MOD Terms) N/A
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) N/A
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) N/A
 - 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:

[Special Term 1:]

[Special Term 2: For work carried out at Hive IT's offices or at the Primary site 2, St Pauls Place, 125 Norfolk St, Sheffield City Centre, Sheffield S1 2JF no expenses will be payable
]

[Special Term 3:]

[None]

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Call-Off Start Date: 30/04/2021

Call-Off Expiry Date: 29/04/2023

Call-Off Initial Period: 2 Years, 0 Months

Call-Off Optional Extension Period: 0 Year(s), 6 Month(s)]

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £1.5m (including VAT)

Call-Off Deliverables

Deliverables will be defined by each statement of work.

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/13795>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:

Buyer standards will be specified in each individual 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.



CERTIFICATE-fdd8aa
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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 £800,000 (including VAT).

Call-Off Charges

Type of contract – Predominantly Capped Time and Materials (CTM)

Each SOW will set out the invoicing arrangements. This may include

invoiced monthly in arrears; based on an agreement between Product Owner & the supplier on the basis of number of days worked

invoiced on meeting agreed outputs, following sign off the acceptance criteria by the nominated DfE Lead

REDACTED

The following contract charging methods may be agreed between the Buyer and the Buyer and Supplier:

- 1 Incremental Fixed Price

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- 2 Time and Materials (T&M)
- 3 Fixed Price
- 4 A combination of two or more of the above Charging methods]

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

The payment method for this Call-Off Contract is 30 days of the date on the invoice, by BACS

The Supplier will issue electronic invoices in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

All invoices must:

- quote a valid purchase order number;
- Contract reference
- Statement of Work reference
- Period/deliverables being invoiced.include correct Supplier details
- specify the services supplied for the correct amount as per the agreed costs

Buyer's Invoice Address

A valid invoice must be sent to AccountsPayable.OCR@education.gov.uk

Copy invoice to REDACTED

Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Buyer's Authorised Representative

REDACTED

Product Owner

REDACTED

Bishopsgate House Feethams. Darlington, DL1 5QE, United Kingdom

Buyer's Environmental Policy

N/A

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

REDACTED

Supplier's Contract Manager

REDACTED

Progress Report Frequency

Monthly: During the first Working Week of each calendar month. The frequency of reports may change if both parties agree Progress Meeting Frequency

Monthly: During the first Working Week of each calendar month. The frequency of reports may change if both parties agree.

Key Staff

Table of Key Personnel:

Name	Role	Details (including whether the role is inside IR35 or not)
REDACTED	Programme Director	Hive IT company Director
REDACTED	Delivery Manager	Hive IT employee

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

Not applicable

Material KPIs

To be outlined in each individual statement of work.

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

To be outlined in each individual statement of work.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Hive IT is committed to delivering social value throughout this contract

COVID-19 recovery. Hive undertakes measures to improve workplace conditions in support of COVID-19 recovery effort. This includes enabling remote working for all employees, effective remote liaison with clients and suppliers, provision of support for the home office environment and ensuring social distancing where physical attendance is required.

Environmental sustainability. Hive IT recognise that any businesses can have a negative impact on the environment. We are committed and enjoy finding ways in which we can reduce the impact of our work both in the office and when work takes us away from the office. We believe that we have a responsibility to care for and protect the environment in which we operate. Hive IT has a mission and responsibility to make environmental sustainability intrinsic to our business. Our internal commitments to environmental sustainability should at least mirror and, unless impossible, exceed what we are asking of others such as our suppliers and clients.

Tackling inequality. Hive's Equality, Diversity and Inclusion' policy goes beyond what we are required to do to ensure all contributions are valued and respected. This extends beyond our own employees to client personnel, subcontractors, suppliers and potential recruits. We treat with respect and consideration all persons, regardless of race, religion, gender, sexual orientation, maternity, marital or family status, disability, age or national origin.

We are proud that over a third of our employees identify as females in a male dominated industry, and we continue to actively participate in supporting events and initiatives aimed at encouraging access for all.

Our recruitment process is focused around ensuring we do not exclude applications from diverse backgrounds, by running advertisements through a number of checks for language and exclusion barriers. As a small organisation, we try hard to remove implicit bias for applicants by having a varied interview panel.

Hive is compliant with the processes and procedures contained within the Modern Slavery Act 2015, despite not being covered by the Act.

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

Mental Health Hive offers flexible working patterns to support the lives of our employees and our line managers have undergone specific Mental Health training through facilitated workshops by MIND to proactively provide support to staff experiencing mental ill-health.

We place an emphasis on psychological safety within the workplace, creating Team Charters to support our ways of working and identifying when these need to be adapted or used to explore behaviours which are reducing effective working

Purchasing & Localisation

Our policies ensure that ethical and environmental considerations are made within the supply chain and that we support the local economy, like minded businesses and build good relationships with our suppliers

We seek and take opportunities to partner with businesses and skills in the local area, notably other SMEs, to extend our service offering and benefit the local economy. Where local procurement is not achievable, we seek domestic suppliers of goods and services.

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: REDACTED

Role: Managing Director

Date:

For and on behalf of the Buyer:

Signature:

Name: REDACTED

Role: Commercial Lead

Date:

Appendix 1

Statement of Work

Explore Education Statistics public beta SOW-01

Date: 30 April 2021

Table of Contents

3.1	SOW Summary	3
3.2	Deliverables, Acceptance Criteria & Milestones	5

3.3	Supplier Response	7
3.4	Key Personnel	8
3.5	Call-Off Contract Charges	8
3.6	Assumptions & Dependencies	10
3.7	Performance Standards & Quality Assurance.....	10
3.8	Reporting and Communications.....	11
3.9	Variation	11
3.10	Termination.....	12
3.12	Agreement of Statement of Works.....	13

Schedule 3 - Statement of Work (SOW)

Issued in accordance with 6377 and including Pricing Arrangements, Deliverables and Key Personnel.

3.1 SOW Summary

Date of SOW:	04/05/2021
SOW Reference:	SOW-01

SOW Value:	REDACTED
Buyer:	Department for Education – Data directorate, Data Insight and Statistics division
Supplier:	Hive IT Limited
Date Required:	04/05/2021
Location Required:	Remote working
Work Package Title:	Monitoring, optimisation and maintenance
Phase(s) of Development:	Public Beta
Start Date & End Date of SOW	04/05/2021 to 2/08/2021
Estimated Duration of SOW:	64 Days
Background:	Maintenance and minor enhancement of the service throughout the duration of the contract whilst enhancement work is taking place. We expect this to include monitoring and optimisation of the service as well as well as bug fixing.
Description of Requirements:	<p>The supplier should provide support as required for any bug fixes and urgent development of functionality that is needed to keep the service running whilst other enhancement work is carried out (via other SOWs).</p> <p>Including</p> <ul style="list-style-type: none"> • Monitoring the service and raising service failures/concerns with DFE Product Owner (DFE PO) • Developer support to investigate and fix high severity bug tickets that impact the usability of the service (as expedited by DFE PO) • Developer support to carry out any urgent development that is needed to support analysts publishing their statistics to agreed publication schedule (as expedited by DFE PO) • Developer support to carry out any urgent development that is needed to keep the service in line with DFE security or infrastructure best practice and policies • Developer support to carry out minor enhancement work / BAU tickets that improve the usability of the service (as prioritised by DFE PO) <p>We expect to manage SOW-01 work via lean scrum, defining and managing work via Jira tickets and limiting the amount of work in scope to highest priority tickets only – as defined by the DFE PO.</p>
Work Package Approach:	<p>The work shall be delivered in accordance with:</p> <ul style="list-style-type: none"> • Agile Methodology

	<ul style="list-style-type: none"> · GDS Service Standards · DfE Service Standards · Technology code of practice <p>In addition to our relevant and pre-agreed testing strategy and deployment processes.</p> <p>The applicable standards stated above will be further defined in section 3.7.</p>
Cost Centre:	10051
Security Vetting Checks required	<p>The level of clearance required for this SOW is:</p> <ul style="list-style-type: none"> · BPSS

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

3.2 Deliverables, Acceptance Criteria & Milestones

3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables			
Ref	Deliverable	Acceptance Criteria	Milestone Date
D01	Expedited tickets picked up in-line with the service levels as defined in annex A	As represented on each ticket when created. All expedited tickets to be discussed with Product Owner before they can be classified as 'Done'	in line with SLA's
D02	Monitoring of the service	Ongoing monitoring of the service to gain awareness of and to alert of any service	N/A

D03	<p>Minor enhancement tickets that improve the service</p> <p>The Supplier shall respond to all minor change requests as defined in annex B</p>	<p>issues and raising service failures/concerns with DfE Product Owner (DfE PO)</p> <p>All selected tickets (as agreed per sprint) completed and deployed in-line with our agreed deployment process. Individual requirements to be met will be defined on each ticket and each should result in a minor improvement to the service. All tickets to be discussed with Product Owner before they can be classified as 'Done'</p>	<p>in line with SLA's</p>
End of Deliverables			
Charging Method(s) for this work Package:		<p>Time & Materials (T&M)</p> <p>Within IR35</p> <p>REDACTED</p>	
		<p>Invoiced monthly in arrears based on agreed Deliverables. Reports listing tickets completed will be exported from Jira at the end of each sprint to feed in to progress discussions.</p>	
Travel Expectations and Expenses:		<p>The DfE team are usually based in Sheffield & Darlington. For this SOW travel to those offices and various locations throughout the UK is unlikely but may be required in exceptional circumstances.</p> <p>Any travel and expenses to be paid in line with standard DfE policy.</p>	

Overtime and on-call	<p>Overtime may be approved under specific circumstances following a discussion with the project Product Owner.</p> <p>Out of hours on-call support is not expected.</p> <p>Rates are paid at the standard rate, there are no additional rates.</p>
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3.3 Supplier Response

Service Charges Breakdown			
Role	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)
REDACTED			
End of Response			

3.4 Key Personnel

3.4.1 The Parties agree that the Key Personnel in respect of this Project are detailed in the table below.

3.4.2 Table of Key Personnel:

Name	Role	Details
REDACTED	Delivery manager	

3.5 Call-Off Contract Charges

3.5.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.

- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.5.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:
Remainder of value under overall call-Off Contract Charge – overall Call-Off Contract value – sum of total value of all SOWs invoiced;
and
- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.5.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.5.4 Multiple SOWs can operate concurrently.

3.5.5 The Supplier will keep accurate records of the time spent by the Supplier Staff

in providing the Services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services).

3.6 Assumptions & Dependencies

3.6.1 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	<ul style="list-style-type: none">• The service is mature and stable enough now that bugs of expedite level are rare, and therefore the time attributed to dealing with these and any other work to stay aligned with DFE policies should not amount to more than this scope of work value.
Dependencies	<ul style="list-style-type: none">• Communications with DFE are needed to ensure scope of each ticket is clearly defined• Active and available DFE Product Owner• Any blockages from DFE infrastructure and ops support teams are taken into account when estimating and delivering work

3.7 Performance Standards & Quality Assurance

Performance Standard/Requirements	Description
	As described in the SOW

3.8 Reporting and Communications

- 3.8.1 The Buyer and Supplier shall meet monthly to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by Delivery manager of the Supplier and Product Owner of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead, who will be specified in section 3.4
- 3.8.2 The content of the meeting will include, but not be limited to the below:
- Progress against each objective, highlighting any missed deliverables.
 - Any performance issues which need to be addressed
- 3.8.3 *One week* prior to the meeting, the Supplier shall ensure any relevant reports are updated on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

- 3.9.1 As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within 5 calendar days.

3.10 Termination

- 3.10.1 As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation
- 3.10.2 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of 5 calendar days in which all development work will cease.
- 3.10.3 The notice period shall be subject to clause 8 Notices in the Call Off Contract

3.11 Agreement of Statement of Works

- 3.11.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

	Supplier:	Buyer:
Name:	REDACTED	REDACTED
Title:	Managing Director	Commercial lead

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Signature:		
Date:		

Annex A

Faults reacted to within the agreed target reaction time

95% of all Severity 1 and Severity 2 tickets should be reacted upon within target reaction time.

Severity	Example	Target reaction time
1	A fault which causes full or partial service outage and affects the access or publication of official statistics in-line with the code of practice. E.g. data api goes down and data cannot be interrogated via the public website	30 mins
2	A fault which causes full or partial service outage without any risk to access or publication of official statistics in-line with the code of practice E.g a methodology page is broken within the admin website but no statistics using it are scheduled for release imminently	1 hour
3	User is blocked in the creation of official statistics but overall service is not affected. E.g an analyst is unable to create any aspect of their release page but is not due to cleared or published imminently	2 hours

Resolution time will vary depending on the faults identified and the effort required to address them, though the expectation is that severity 1 and 2 tickets would be addressed as a priority over all other work then fixed and deployed as soon as possible.

Annex B

The process for handling minor requests for change shall be as follows:

- a. The Buyer will provide a written description of the required change to the Supplier via Jira ticket description;
- b. Within 2 Working Days, or during sprint planning, the Supplier shall respond with:
 1. An explanation of why the change is not feasible or sensible; or
 2. A change implementation proposal
- c. The Buyer will review the Suppliers response and either:
 1. Decide not to proceed further with the change;
 2. Authorise the Supplier to commence work on the implementation of the change in accordance with the change implementation proposal;
 3. Request that the Supplier makes changes to the change implementation proposal and resubmits it.
- d. In the event that a new or modified change implementation proposal is submitted by the Supplier, then it will be reviewed as per step c. above.

The change implementation proposal must include:

- a. A technical description of how the change will be implemented, including details of testing;
- b. Acceptance criteria for the change / a plan for the implementation of the change;
- c. An explanation, including the cost of the change, including the costs of:
 1. all hardware, software and licences required;
 2. any increase/decrease in running costs (e.g. support costs);
 3. updating all affected system documentation, processes and procedures;
 4. testing, training, update of security documentation and arrangements;
 5. any other cost items relevant to the specific change;
- e. Details of any impact on the existing services while the change is being implemented;
- f. Details of any dependencies on the Buyer;
- g. Details of all significant risks relating to the implementation.

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.



DOS Framework
SOW (DDAT Statemei

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

Annex A – Joint Schedules

Embed Joint Schedules Doc

REDACTED

Annex B – Call Off Schedules

Embed Call Off Schedules

REDACTED