



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Order Form

Version 2

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

1 Order Form

Call-Off Reference	DOS5 No. 14736
Buyer Reference	Jaggaer Project no. 5257
Call-Off Title:	DfE User Experience & Design Capability North England
Call-Off Contract Description:	Working alongside teams supplying User Experience and Design capabilities to deliver user centred design of communication, content, IA, interactions, products, policy, operation and services. Partner in advocating for users and using best-practice design methodologies. Help identify risks/opportunities to influence changes in strategy, operations and delivery. Primarily within scope of IR35.
The Buyer	Department for Education
Buyer Address:	Digital & Technology Directorate Sanctuary Buildings Great Smith Street London SW1P 3BT

The Supplier:	Nexer Digital Ltd
Supplier Address:	Ropewalks, Newton Street, Macclesfield, Cheshire SK116QJ
Registration Number:	06237914
DUNS Number:	846969439
SID4GOV ID:	
Call-Off Start Date	28/07/2021
Call-Off Expiry Date:	27/07/2023
Call-Off Initial Period:	2 years
Call-Off Contract Extension Period (Subject to agreement)	6 months (18th December 2023 is the last date of the maximum Extension Period).
Minimum Notice	30 days

Period for Extensions:	
Call-Off Contract value	Up to a maximum of £4,500,000 (exclusive of VAT)

1 Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [28/07/2021].

It is 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 oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a 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.

2 Call-Off Lot

Lot 1 and as per specification/advert via [DfE User Experience & Design Capability North England - Digital Marketplace](#)

3 Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. 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
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Not Used)
 - o Joint Schedule 8 (Not Used)
 - o Joint Schedule 10 (Rectification Plan)

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- o Joint Schedule 11 (Processing Data) RM1043.7
 - o Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM1043.7
 - o Call-Off Schedule 1 (Not Used)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing Template)
 - o Call-Off Schedule 14 (Not Used)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 16 (Benchmarking)
 - o Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 25 (Not Used)
 - o Call-Off Schedule 26 (Cyber Essentials Scheme)
 - CCS Core Terms (version 3.0.9)
 - Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
 - 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.

4 Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract to supplement existing provisions. The Supplier will comply with the following additions:

Special Term 1:

1. All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Security checks relevant to supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract.
2. 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, following disclosure under this clause, is entirely at the Buyer's sole discretion.
3. 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.
4. Where the Buyer decides that Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 2 and/or 3 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."
5. For the purposes of this Special Term 1, 'Conviction' & 'Relevant Conviction' shall have the meanings defined below:

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:

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 or other time period as stated in the Statement of Work.

Special Term 3:

1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
2. 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.
3. Contractors can work remotely, or from the Supplier's premises, or from the Buyer's premises.

Special Term 4:

The parties agree that should the Buyer exercise its rights under clauses 14 or 15 of Joint Schedule 11 (Processing Data), to amend the data processing terms or enforce guidance from the Information Commissioner's Office, and this results in the Supplier, acting in a commercially reasonable manner, being unable to deliver the Services in accordance with such amendments, the Supplier shall have the right to terminate the Call-Off Contract on 30 days written notice without early termination liability.

5 Call-Off Deliverables

Deliverables will be defined by each statement of work.

See advert for detail specification via [DfE User Experience & Design Capability North England - Digital Marketplace](#)

6 Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with all relevant and reasonable standards as identified through each Statement of Work by the Buyer.

7 Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a minimum of Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract. Any additional requirement will be determined on the basis of each statement of work to be called-off this contract.

8 Call-Off Contract Charges (which forms part of Call-off Schedule 5)

Charging method(s)

Capped time and materials (CTM)	X
Incremental Fixed Price	
Time and materials (T&M)	
Fixed price	
Other pricing method or a combination of pricing methods agreed by the Parties	

9 Reimbursable Expenses

Expenses must be pre-agreed and comply with the prevailing DfE Travel and Subsistence Policy. Any expenses shall be submitted in line with DfE standard T&S policy. Primary work location stated in SoW will not attract expenses. No parking is available on site. The Buyer reserves the right to amend the prevailing Travel and Subsistence Policy, by written notice, at any time throughout the duration of this Call-Off Contract and that amended Policy shall apply with immediate effect. (see DfE expenses policy attached)



DfE Travel and
expenses policy.docx

10 Payment Method

The method of payment for the Call-Off Contract Charges (GPC or BACS)	Electronic BACS transfer.
Invoice (including Electronic Invoice) details	The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of the date of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and replaced in its entirety with a valid invoice.

11 Buyer's Invoice Address

Who and where to send invoices to:	Invoices must be sent to: <Redacted> All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.
Invoice information required – eg PO, project ref, etc.	A valid invoice will: <ul style="list-style-type: none">• be dated and have a unique invoice number;• quote a valid purchase order number;• include correct Supplier details;• specify the services supplied;• include the correct SOW reference;• be for the correct sum;• provide contact details for queries.
Invoice frequency	Monthly in arrears.

12 Buyer's Authorised Representative

Name:	<Redacted>
Role:	Senior Responsible Owner
Phone:	<Redacted>
Email:	<Redacted>
Address	Digital & Technology Directorate Sanctuary Buildings Great Smith Street London SW1P 3BT

13 Buyer's Security Policy

DfE Security Policy Attached



Departmental
Security Standards.do

14 Supplier's Authorised Representative

Name:	<Redacted>
Role:	Commercial Director
Phone:	<Redacted>
Email:	<Redacted>
Address	Ropewalks, Newton Street, Macclesfield, Cheshire SK116QJ

15 Supplier's Contract Manager

Name:	<Redacted>
Role:	Project Manager
Phone:	<Redacted>
Email:	<Redacted>
Address	Ropewalks, Newton Street, Macclesfield, Cheshire SK116QJ

16 Progress Report Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract.

17 Progress Meeting Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract.

18 Key Staff -

To be outlined in each individual Statement of Work.

19 Key Subcontractor(s)

Supplier's information	
Subcontractors / Partners:	Paper Design Studio Limited, Kollider Kollider, Level 3, Castle House, Castle Street, Sheffield, South Yorkshire, United Kingdom, S3 8LS. Company number 10169060.

20 Commercially Sensitive Information

Supplier's information	
Commercially sensitive information:	Supplier Rate Cards

21 Balanced Scorecard

Not Applicable

22 Material KPIs

Not applicable.

23 Additional Insurances

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause in addition to Joint Schedule 3.

24 Guarantee

Where agreed with supplier at the point of each Statement of Work to be called off under this contract, the Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

25 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).

26 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.

28 Formation of Contract

By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract.

SIGNED:

For and on behalf of the Supplier:

Signature	<Redacted>
Name:	<Redacted>
Role:	Managing Director
Date:	Aug 3, 2021

For and on behalf of the Buyer:

Signature	<Redacted>
Name:	<Redacted>
Role:	Associate Commercial Specialist
Date:	Aug 4, 2021

2 Appendix 1

Each executed Statement of Work shall be inserted into this Appendix 1 in chronological order.

3 Annex 1 (Statement of Work)

(Please note: “*this SoW template would be reviewed by the buyer in agreement with the supplier as appropriate for each SoW to be called-off under this contract*”)

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.

1 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

To be agreed within Individual SoW

Delivery phase(s):

To be agreed within Individual SoW

Overview of Requirement:

To be agreed within Individual SoW

Buyer Requirements – SOW Deliverables

Outcome Description:

To be agreed within Individual SoW

Delivery Plan:

To be agreed within Individual SoW

Dependencies:

To be agreed within Individual SoW

Supplier Resource Plan:

To be agreed within Individual SoW

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate**][OR **Cyber Essentials Plus Certificate**] for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

To be agreed within Individual SoW

Key Supplier Staff:

To be agreed within Individual SoW

Charges**Call Off Contract Charges:**

To be agreed within Individual SoW

Rate Cards Applicable:

To be agreed within Individual SoW

Reimbursable Expenses:

To be agreed within Individual SoW

Relevant key Contract terms for CCS Contract No. RM1043.7 are attached or/and accompany this Framework Schedule 6 document.

- Joint Schedules for RM1043.7_Attachment1



Attachment1 Joint
Schedules DOS 5(RM

- Call-Off Schedules for RM1043.7_Attachment2



Attachment2 Call-off
Schedules DOS 5(RM