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

Order Form

CALL-OFF REFERENCE: WP2046.2

CALL-OFF TITLE:

WP2046.1 and WP2046.2 Capability Delivery Partner for Government Data Exchange

CALL-OFF CONTRACT

DESCRIPTION: The Contracting Authority is seeking two delivery partners to work with GDX to provide whole or partial multi disciplined digital teams to work on outcomes that support the wider programme delivery in parallel to building sustainable in-house capability to further extend and run services post contract end.

The outcomes GDS and CDDO want to achieve include:

- Data sharing across government is based on easy, effective and secure common processes
- Data sets are discoverable and accessible
- Departments are supported and working together to develop a unified data infrastructure that enables cross-government services

Cabinet Office (Government Digital Service)

BUYER ADDRESS

Buyer's main address: Cabinet Office, I Horse Guards Road, London, SW1A 2HQ.

GDS: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

THE SUPPLIER:	TPXimpact Ltd
SUPPLIER ADDRESS:	Runway East (Second Floor), 20 St Thomas
Street, London, SE1 9RS	
REGISTRATION NUMBER:	06472420

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05 December 2022

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 1: Digital Programmes

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)

- o Joint Schedule 10 (Rectification Plan)
- o Joint Schedule 11 (Processing Data)
- o Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)
 - [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 Deliveries)
 - o Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 13 (Implementation Plan and Testing)
 - o Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - 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)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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: Not Used.

CALL-OFF START DATE:	05 December 2022
CALL-OFF EXPIRY DATE:	04 December 2024
CALL-OFF INITIAL PERIOD:	2 years with a break clause in 31 March 2023
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 month
CALL-OFF CONTRACT VALUE: (excluding VAT). The Contract value from 0 £2,450,000.00 (excluding VAT)	The maximum value of contract will be £5,000,000.00 I5 December 2022 - 31 March 2023 will not exceed
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

Option A: See below.

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:

The Buyer requires the Supplier to comply with the following additional Standards:

- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- The supplier should follow where applicable:
 - The Government Technology Code of Practice (https://www.gov.uk/government/publications/technology-code-of-practice)
 - The Government Service Standard and Service Manual (<u>https://www.gov.uk/service-manual/service-standard</u>)
 - Resources to be supplied in accordance with DDAT Competency framework guidelines: <u>https://www.gov.uk/government/collections/digital-data-and-technology-professi</u> on-capability-framework
 - NCSC Cyber Assessment Framework Guidance https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework
 - NCSC guidance https://www.ncsc.gov.uk/section/advice-guidance/all-topics
 - Minimum Cyber Security Standards <u>https://www.gov.uk/government/publications/the-minimum-cyber-security-standard/</u> <u>the-minimum-cyber-security-standard</u>
 - NCSC Cloud Security Principles <u>https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles</u>

• ISO 270001

- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- Deliverables are to be Tested and accepted in line with the criteria set out in the applicable SoW.
- Agreeing a Statement of Work
 - \circ Buyer to draft SOW with milestone deliverables for the outcome
 - \circ Buyer Project Lead and Buyer Contracts Manager discuss SOW with Supplier
 - \circ Supplier to propose the team required to deliver the outcome.
 - Supplier will share costs, timelines and team profile
 - Buyer to agree the team proposed
 - \circ SOW is signed

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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 under clause 11.2 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

The Data Protection Liability Cap for the purposes of clause 11.6 of the Core Terms is £5 million or 150% of the estimated total contract charges (whichever is greater).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2,500,000 (excluding VAT)** Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

(1) Capped Time and Materials (CTM) as per Supplier's rate card supplied as part of the Supplier's written response. The Maximum Contract Value will be £5,000,000 (excluding VAT). The value of the Contract should not exceed £1,860,000 (excluding VAT) from the start date to 31 March 2023.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

• Specific Change in Law

REIMBURSABLE EXPENSES

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

PAYMENT METHOD

The Supplier will issue valid electronic invoices monthly in arrears. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice. Please ensure the invoice has the PO number and WP2046.2.

BUYER'S INVOICE ADDRESS:

Name:

Address: Cabinet Office, PO Box 405, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ.

BUYER'S AUTHORISED REPRESENTATIVE

Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS



Address: The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS

BUYER'S ENVIRONMENTAL POLICY

Please find below the link to the Cabinet Office sustainable development policy:

https://intranet.cabinetoffice.gov.uk/task/sustainable-development/

BUYER'S SECURITY POLICY

Please see Annex 2.



Address: Runway East (Second Floor), 20 St Thomas Street, London, SE1 9RS

SUPPLIER'S CONTRACT MANAGER

Address: Runway East (Second Floor), 20 St Thomas Street, London, SE1 9RS

Contact Details:

PROGRESS REPORT FREQUENCY

On the 10th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF		

Address: Runway East (Second Floor), 20 St Thomas Street, London, SE1 9RS

The Contracting Authority expects this to be a Contracted In Service (inside IR35). However, Suppliers are responsible for determining their worker status in accordance with IR35. We will be making IR35 determinations on a Statement of Work basis and will confirm if the Contracted Service will be inside or outside IR35.

KEY SUBCONTRACTOR(S) Not Used

COMMERCIALLY SENSITIVE INFORMATION

Any information relating to: Personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

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):

A. KPI: Performance to pay process

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

B. KPI: People (resourcing)

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through	Targets missed for most resources or facilities
	no fault of the Buyer	requested through no fault of
		the Buyer

C. KPI: Partnering behaviours and added value

Met	Partially met	Not met
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D.KPI: People in place (Delivery)

Met	Partially met	Not met
 No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required No problems identified with quality of work or state of facility Supplier is making positive team contributions Supplier skills or facilities meet the standards expected 	 Minor issues noted with quality of work or standard of facilities Few contributions made within team 	 Resource is swapped out from project due to deficiency in skill-set or change of facility is required Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) Significant issue with quality of work or facility noted in a month

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements): Cyber Security Insurance with a minimum level of indemnity of £5 million.

GUARANTEE

N/A

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.

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

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Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

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

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("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 Contact.

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.

Date of SOW:	Monday 05 December 2022
SOW Title:	SOW1: Defining outcomes, timelines, technology & resources
SOW Reference:	WP2046.2-SOW-02

Call-Off Contract	WP2046.1 and WP2046. 2 Capability Delivery	
Reference:	Partner for Government Data Exchange	
Buyer:	Cabinet Office (Central Digital and Data Office)	
Supplier:	TPXImpact Limited	
SOW Start Date:	05 December 2022	
SOW End Date:	31st January 2023	
Duration of SOW:	2 months	
Key Personnel (Buyer)		
Key Personnel (Supplier)		

	 Resources shall have the prescribed level of security clearance: SC Clearance for all resources All Supplier resources, including SubContractors and partners, working on the project must be aware of and observe their obligations and responsibilities around confidentiality and protection of data as set out in the terms and conditions of this Order Form and applicable Schedules. GDS secure devices to be issued to the Supplier team undertaking support of contract functions.
Subcontractors	Not used

2. CALL-OFF CONTR	ACT SPECIFICATION - PROGRAMME CONTEXT
SOW Deliverables Background	Following the award of WP2046.1 WP2046.2: Capability Delivery Partner for Government Data Exchange, TPXimpact have been selected as one of two capability delivery partners to Government Data Exchange. Government Data Exchange is a partnership between Government Digital Service (GDS) and Central Digital and Data Office (CDDO) in the delivery of the Government Data Exchange (GDX) programme.
	GDX is delivering on mission 5 of the GDS strategy. The aim is to design and build tools and infrastructure for government Departments and Services to share data. Work includes developing appropriate standards, governance and policy support frameworks. as well as removing specific blockers that are identified through this work.
Delivery phase(s)	Discovery, Alpha.
Overview of Requirement	 This package of work objectives includes: We will run a self-contained squad; staffed lean, with the right blend of senior business and technical expertise to meet your needs. Our squads run agile, with strong discipline - and a focus on high output and high quality. Our model is to have collaborative squads delivering outcomes for our clients that we have shaped and agreed together. This allows us to share risk and give 'as a service' assurance to our clients. We continually review our progress to ensure we're on track and if a change of direction is needed.
	• The outcomes for this SOW will be agreed during the kick-off, and then reviewed at regular intervals to ensure the squad is effectively delivering the right priorities. We will deliver these outcomes in collaboration throughout the engagement, working in the open and making decisions together. The squad will conduct regular show & tells as part of our standard agile working practices.

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	• This squad will have executive oversight from James Reeve, account ownership from Holly Hall Hare-Scott and commercial oversight from Mike Bobroff. Additional core squad members or skills may be identified as we progress. We will continually review the size and shape of the squad with you and add further resources (additional charges will apply) as needed and where agreed.
	• This will be a fully remote squad, who will be flexible to attend workshops/meetings for collaboration in person. We use a variety of cloud-based collaborative tools (such as Teams, JIRA, Google Hangouts, Skype, Trello, GitHub, Slack etc.) to ensure we can work effectively and remain highly visible to all relevant stakeholders as we work at pace.
	 We will run weekly sprints of effort, checking in each week to see if new requirements have been identified and require prioritising on the backlog. This process will be done in a highly collaborative nature to ensure the team can change direction and deliver constant prioritised value.
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: • Sole Responsibility: Self Directed Team: R ainbow Team:

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome	Successfully understand the requirements for the GDX programme, defining outcomes and project timelines and resources to ensure a swift kick off of this project and set in place a timeline for delivery of discovery, alpha and beta phases.		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01	Full and documented set of outcomes for time period Jan-Mar 2023 to be delivered by December 31st 2022	Milestone to be accepted by Buyer as complete, to the expected quality.	
MS02	Delivery plan for time period Jan-Mar 2023, identify workstream governance and end to end journey for obtaining data in government and provisioning this journey, how this can be fed into the delivery plan to be delivered by December 23rd 2022	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022
MS03	 Recommendation for short and long-term technology approach to be delivered by 31st January 2023, this is to be defined by workstream: 1. Discoverability - approach agreed by 31st December 2. Data Workflow MVP - approach agreed by 31st December (deadline for producing the MVP March 2023) 3. Data Transit Tool - approach agreed by 12th December to resource development team 	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022
MS04	Review of existing team's delivered assets and services/resources to be mapped by December 31st 2022 SOW2 data transit tooling resource to be defined by 12th December 2022	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022
MS05	Data sharing pathways and legal constraints to be understood by 31st January 2023	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022

	Data resource/ governance team to be mapped by 12th December 2022 for		
	SOW2/3		
MS06	Existing data sets or prospective dataset opportunities to be reviewed and prioritised by 31st January 2023	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022
MS07	Key third parties/stakeholders to be introduced by 31st January 2023	Milestone to be accepted by Buyer as complete, to the expected quality.	31 January 2022
Delivery Plan	As mentioned above	•	2
Dependencies	 Timely access to internal & external users of the service to conduct our research Timely responses to our data requests of the service to conduct our analysis Suitable senior cover for the squad to co-create a safe and open environment for the team to conduct the necessary work phase with all levels of stakeholders 		
Supplier Resource Plan	As mentioned above		
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). The Service provided by the Supplier and its subcontractors must be UK based only. This includes all data processing activities. 		
Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards	Not applicable		
Performance Management	Please see Material KPIs listed above. Please See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)		

Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.
Juli	For this Statement of Work, the Buyer and Supplier have confirmed this will be Contracted Out Service

Worker Engagement Status	Outside IR35 for this SOW
SOW Reporting Requirements:	Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only: No additional Reporting requirements required for this SOW

4. CHARGES				
Call Off Contract Charges	ime and Materials		iced in accordance	with Clause 4 of the
Rate Cards Applicable	SFIA Grade	Day Rate (ex VAT) £	Total Days	Estimated Cost (ex VAT)

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

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name and title Date Signature	
For and on behalf of the Buyer	Name and title Date Signature	

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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:

Identity of Controller for each Category of Personal Data	 The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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: name and surname; a home address; an email address such as name.surname@company.com; Phone number; location data;
Duration of the Processing	For the duration of the contract term
Nature and purposes of the Processing	 The nature of the Processing the practice of sharing data to enable cross government services the bi- or multi- lateral agreement(s) to share data between government departments the mechanism(s) to share data (eg: APIs)
	All Personal Data is as defined with Article 4 (1) of Data Protection Act 2018 (DPA 2018). including: name and surname; a home address; an email address such as name.surname@company.com; Phone number; location data;

Categories of Data Subject	
	 Data subject is as defined within the Data Protection Act 2018. The Authority's Current personnel (including Contractors, Agency Workers and Temporary Workers) Customers Suppliers Application end-users Website end-users
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The Supplier shall return all Personal Data to the Buyer upon expiry or End of the Call-Off Contract and shall remove all Personal Data from the Supplier's Property in accordance with Good Industry Practice.

Annex 2: Security Schedule

The Supplier will ensure compliance with;

GDS Secure Developer Information Assurance Schedules

https://drive.google.com/file/d/1d9LV0RulfEHHiKByRFZQImW7P4CIRhok/view?usp=sharing

Government Functional Security Standard No.7 https://www.gov.uk/government/publications/government-functional-standard-govs-007-security