

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: D&T10836

Call-Off Title: UKHSA Security Architecture Service

Call-Off Contract Description:

To Provide UKHSA with a Security Architecture service to ensure that UKHSA follow the standards set by the Cyber team in all projects, to support project delivery, and develop new project blueprints and frameworks.

The Buyer: UK Health Security Agency

Buyer Address: 10 South Colonnade, Canary Wharf London E14 4PU

The Supplier: Methods Business & Digital Technology Ltd

Supplier Address: Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

Registration Number: 02485577

DUNS Number: 505275578

SID4GOV ID: N/A: we are registered on the Supplier Registration Service for Government (<https://supplierregistration.cabinetoffice.gov.uk/>) under DUNS number: 505275578

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 20th July 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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.

Call-Off Lot

Lot 1

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) RM1043.8
- 3 Framework Special Terms

This will incorporate all of the Framework Special Terms into the Call-Off Contract.

- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 Corporate and Social Responsibility
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - 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)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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

None

Call-Off Start Date: 21/07/2023

Call-Off Expiry Date: 20/07/2025

Call-Off Initial Period: **Two (2) Years**

Call-Off Optional Extension Period: **One (1) Year**

Minimum Notice Period for Extensions: Three (3) Months

Call-Off Contract Value: Up to £8m for the initial 2 (two) year term, and the value of the optional 1 year extension is up to £4m.

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

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Warranty Period

The warranty period for Deliverables under this Call-Off Contract shall be in accordance with Clause 3.1.2 of CCS (version 3.0.11) Core Terms.

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).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 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 **£4,000,000**

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 ~~Incremental Fixed Price~~
- 3 ~~Time and Materials (T&M)~~
- 4 Fixed Price
- 5 **A combination of two or more of the above Charging methods. – The charging method identified to be relevant to this contract is method 4 and 1 above.**

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

See Call-Off Schedule 20 (Call-Off Specification)

Payment Method

Payment by BACS following valid undisputed invoice.

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Buyer's Invoice Address

Accounts Payable UKHSA

[REDACTED]

Manor Farm Road, Porton Down, Salisbury, SP4 0JG, GB

Buyer's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 South Colonnade, Canary Wharf London E14 4PU

Buyer's Environmental Policy

Embedded below is the Buyer's environmental policy



UKHSA_environmental-policy.pdf

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security) – Short Security Requirements

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

Supplier's Contract Manager

[REDACTED]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

Progress Report Frequency

For projects of less than 3 months, a weekly report will be required. For longer term projects, the frequency of reporting will be defined in the specific Statement of Work.

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Progress Meeting Frequency

Quarterly in the first working week of each quarter. Occasionally the Buyer may require monthly progress meetings, the Buyer shall notify the Supplier in advance if/when a monthly review meeting is needed.

Key Staff

[Redacted]

[Redacted]

[Redacted]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

[Redacted]

Methods Permanent Employee

[Redacted]

[Redacted]

[Redacted]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

[Redacted]

Methods Permanent Employee

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

[Redacted]

Methods Permanent Employee

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Saffron House, 6-10 Kirby Street, London, United Kingdom, EC1N 8TS

[Redacted]

Methods Permanent Employee

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Key Subcontractor(s)**Commercially Sensitive Information**

Item(s)	Duration of Confidentiality
Pricing details and related information.	6 years
Sales statistics.	6 years
Supplier/subcontractor lists and contact details.	Indefinite
Customer/client lists and contact details.	Indefinite
Methods' employee and contractor details.	Indefinite
Methods' reference sites.	6 years
Development plans for new products and/or services.	Indefinite

Balanced Scorecard

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

Material KPIs

Not applicable

Service Credits

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

The Service Credit Cap is: £50,000.00

The Service Period is: one Month

A Critical Service Level Failure is: when the Supplier fails to meet **the individual** key performance indicators ("KPIs") listed in Call-Off Schedule 14 Section 2 (Balanced Scorecard) on at least **3** occasions within a 12-Month rolling period.

Additional Insurances

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

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Guarantee


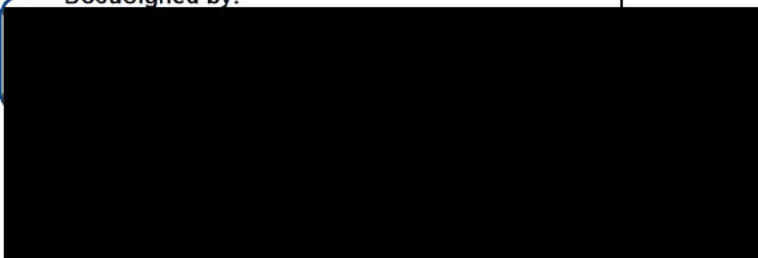
Not applicable.

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates. Annex 1 (Template Statement of Work) provided in this Order Form shall be used as a guide when developing Statement of Works.

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Buyer:
<div>DocuSigned by:</div> <div></div> <div>Date Signed: 20/07/2023</div>	<div>DocuSigned by:</div> <div></div> <div>Date Signed: 20/07/2023</div>

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Appendix 1

Statement of Works agreed by the Buyer and the Supplier shall be incorporated into Appendix 1 of this Order Form.

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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.

Date of SOW:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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2 Call-Off Contract Specification – Deliverables Context**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]**3 Buyer Requirements – SOW Deliverables****Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:**Dependencies:****Supplier Resource Plan:****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:

[Insert if necessary]**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:**[Insert any specific Standards applicable to this SOW]****Performance Management:****[Insert details of Material KPIs that have a material impact on Contract performance]**

Material KPIs	Target	Measured by
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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (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.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

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:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

4 Charges**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

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Rate Cards Applicable:

Rate Cards			
2.	SFIA Levels for Onshore staff (National)	Role	Day Rate
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	SFIA Levels for Offshore staff (optional)	Role	Day Rate
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]

	SFIA Levels for PMO Support (Onshore staff (National))	Role	Day Rate
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]

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	SFIA Levels for Business Analysis (Onshore Staff (National))	Role	Day Rate
	SFIA Levels for Risk Advisor (Onshore staff (National))	Role	Day Rate

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[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

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

[Reimbursable Expenses are capped at [£[**Insert**] [**OR**] [**Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

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 Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

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:

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"> • Contact details (name, business email address, business address, business contact telephone number) of Buyer staff concerned with the implementation and management of Services
Duration of the Processing	This shall be the duration of the contract (including the optional extension period)
Nature and purposes of the Processing	<p>The Supplier will process personal data to facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract, including:</p> <ul style="list-style-type: none"> • administering, tracking and fulfilling Orders for the Services; • implementing all or any of the Services; • administering access to online portals relating to the Services; • compiling, dispatching and managing the payment of invoices.
Type of Personal Data	<p>The types of Personal Data Processed by the Supplier or its Subprocessors or you may be:</p> <p>Contact details (name, business email address, business address, business contact telephone number) of Buyer staff concerned with the implementation and management of Services</p>
Categories of Data Subject	The Personal Data may concern the following categories of Data Subjects: Buyer's staff concerned with the implementation and management of the Services.
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	All relevant Personal Data shall be returned or destroyed in accordance with the terms of the Call Off Contract.