



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. 16539
Buyer Reference	Jaggaer Project no. 6512
Call-Off Title:	Data Directorate Data Architecture & Data Governance Services 2022/24
Call-Off Contract Description:	Provision of data architecture and data governance services, with a blended team of experts, to continue the delivery of our vision to implement enterprise-wide data architecture and data governance across the Department for Education.
The Buyer	Department for Education
Buyer Address:	Digital & Technology Directorate Sanctuary Buildings Great Smith Street London SW1P 3BT

The Supplier:	Opencast Software Europe Ltd
Supplier Address:	Hoults Yard, Walker Road, Newcastle Upon Tyne NE6 2HL England
Registration Number:	08047734
DUNS Number:	218367197
SID4GOV ID:	
Call-Off Start Date	16/05/2022
Call-Off Expiry Date:	15/05/2024
Call-Off Initial Period:	2 years
Call-Off Contract Extension Period (Subject to agreement)	6 months
Minimum Notice	30 days

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

1 Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated [16/05/2022].

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

As per specification/advert via [Data Directorate Data Architecture & Data Governance Services 2022/24 - 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.

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)



Travel%20and%20exp
enses.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:	<p>Named individual from the Buyer, on each specific SoW, to review invoices and receipt goods:</p> <p>Once the Buyer has confirmed back to the Supplier the receipt of services, the electronic invoice must be sent as PDF document by the Supplier to APinvoices-DFE-U@sscl.gse.gov.uk ensuring cross reference of PO number to ensure prompt payment in accordance with terms.</p> <p>All queries regarding payments or the settlement of invoices will be directed to the team or project that placed the Purchase Order. General Invoice and payment enquires must not be directed to the Contract Manager.</p>
Invoice information required – eg PO, project ref, etc.	<p>A valid invoice will:</p> <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 within library of
special clauses



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uses.docx

14 Supplier's Authorised Representative

Name:	<REDACTED>
Role:	Client Experience Director
Phone:	<REDACTED>
Email:	<REDACTED>
Address	Hoults Yard, Walker Road, Newcastle Upon Tyne NE6 2HL

15 Supplier's Contract Manager

Name:	<REDACTED>
Role:	Client Relationship Director
Phone:	<REDACTED>
Email:	<REDACTED>
Address	Hoults Yard, Walker Road, Newcastle Upon Tyne NE6 2HL

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:	At the Contract Start Date there are no Key Subcontractors (Supplier shall inform DfE prior to the use of any sub-contractor)

20 Commercially Sensitive Information

Supplier's information	
Commercially sensitive information:	Supplier Rate Cards

21 Balanced Scorecard

To be agreed between Buyer and Supplier within 30 days of contract signature.

Balanced Scorecard

KPI – Performance to Pay Process In accordance with an agreed performance to pay process, suppliers submit the following 'inputs': *Accurate and complete timesheets in a timely manner; *Accurate and complete Acceptance Certificates in a timely manner; *Accurate and complete Supplier Reports in a timely manner; *Accurate and complete invoices in a timely manner		Supplier Name	KPI – People (Resourcing) Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.	
Measurement 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 pay process. *Inputs are later than 5 working days in the prescribed performance to pay process. *Inputs contain significant errors. *Inputs are incomplete or inaccurate.			Measurement *Targets met for all resources / facilities *Targets met for most (50%+) resources / facilities through no fault of the Buyer; *Target missed for most resources / facilities requested through no fault of the Buyer;	
Source: Supplier Reports/ Invoices Owner: To be agreed			Source: Project Managers and Wider Buyer team's verification. Owner: To be agreed	
KPI – Partnering Behaviours and Added Value *Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.			KPI – People in Place (Delivery) All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.	
Measurement *No behavioural problems identified. *Buyer workshops attended and positive contributions made. *Added Value recognised by the programme above provision of compensated skilled resource/ facilities *Some minor behavioural problems. *Supplier only attends some workshops or provides minor contributions. *Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant. *Significant behavioural problems *Supplier contributions are rare or insignificant and shows little interest in working with other suppliers *No added value contributions recognised by Programme.			Measurement *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/ state of facility *Supplier is making positive team contributions. *Supplier skills/ facilities meet the standards expected. *Minor issues noted with quality of work/ standard of facilities *Few contributions made within team. *Resource is swapped out from project due to deficiency in skill-set/ change of facility is required *Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another) *Significant issue with quality of work/ facility noted in a month.	
Source: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed			Source: Project Manager and Wider Buyer team Owner: To be agreed	

22 Material KPIs

KPI reference	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Buyer redress for Failure to provide Services at or above Service Levels
KPI001	Invoice accuracy	<p>Invoices submitted in the Measurement Period are correct</p> <p>Definition:</p> <ul style="list-style-type: none"> • Invoice does not overlap with previous invoice periods • Services and rates align with those agreed on prevailing SoW • Purchase order quoted is correct • Invoice does not bill for services not rendered • Invoice does not bill for outcomes which have not been delivered • Invoice does not bill for expenses which have not been approved by the buyer • Any expenses billed for must comply with the buyers' expenses policy 	<p>Green - 100% of invoices accepted.</p> <p>Amber – 80% of invoices accepted.</p> <p>Red - 70% of invoices accepted.</p>	The service level measure is 'Amber' across a quarterly period.	<p>Billing errors of which the Supplier becomes aware, or which are raised by the Buyer, to be investigated and correctly resolved in line with the performance measure below:</p> <p>Green - 100% of errors resolved within 5 working days</p> <p>Amber – 80% of errors resolved within 5 working days</p> <p>Red - 70% of errors resolved within 5 working days</p>
KPI002	Service Timeliness	All services required by the supplier to deliver the outcomes agreed commence work on the date agreed with the buyer	Services start on the SoW at the date agreed between buyer and supplier on 100% of all SoWs over a 12-month period	1 or more occasions where the services are not available at the date agreed between buyer	Rectification Plan as per Joint Schedule 10

				and supplier, unless the Buyer has been notified of delays in writing before the SOW is signed.	
KPI003	Quality of service / individuals provided to deliver outcomes agreed	Services have the skills and experience required to deliver the outcomes agreed between buyer and supplier	Supplier provides services relevant to and of the appropriate level of skills and experience to deliver the outcomes agreed for each work package	1 or more occasions where the services provided are found to not have the appropriate skills and experience to deliver the outcomes and has resulted in a necessary swap out of the individual	Rectification Plan as per Joint Schedule 10
KPI004	Successful delivery of outcomes and acceptance criteria against milestone dates and within capped price agreed	Outcomes are delivered to the expected quality in line with acceptance criteria and by the milestone dates agreed	The supplier delivers the outcomes agreed in each work package in line with the acceptance criteria and milestones	1 or more occasions where the supplier does not meet the outcomes or milestones to deliver the agreed work package, with evidence and agreed between the supplier and buyer	Rectification Plan as per Joint Schedule 10
KPI005	Successful delivery of Social Value outcomes over the period of the contract under the equal opportunities Theme	<p>1.Reducing the disability employment gap:</p> <ul style="list-style-type: none"> - Support disabled people to gain new relevant skill and/or employment through training schemes - Demonstrate action to increase the representation of disabled people in the contract workforce. 	<p>Supplier evidence:</p> <ul style="list-style-type: none"> - offering a range of opportunities including industry placements, students supported into higher level apprenticeships. - Working conditions which promote an inclusive working environment 	<p>Quarterly reports on progress and successes.</p> <ul style="list-style-type: none"> ●percentage increase in number of disabled people employed and or on training schemes or on training schemes sponsored by the supplier 	Buyer and Suppliers to review and agree on best ways forward to foster progress on Social Value Outcomes

		2.Tackling workforce inequality: - Supporting those underrepresented staff in seeking out employment opportunities	and promote retention and progression. - Inclusive and accessible recruitment practices, and retention-focussed activities.	(e.g. apprenticeships) ● percentage increase in number of people from groups under-represented in the supplier's workforce and/or on training schemes or sponsorships by the supplier	
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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:	Client Experience Director
Date:	

For and on behalf of the Buyer:

Signature	<REDACTED>
Name:	<REDACTED>
Role:	Deputy Director Operations Directorate Commercial Delivery Team
Date:	

2 Appendix 1

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

3 Annex 1 (Statement of Work Template)

(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”)

Issued in accordance with Contract ‘con_XXX’ and including Pricing Arrangements, Deliverables and Key Contacts.

3.1 SOW Summary

Date of SOW:	[insert date]
SOW Reference:	[supplied by the business team]
SOW Value:	[insert agreed SOW value]
Buyer:	[insert Department and Directorate/team]
Supplier:	[insert supplier name]
Date Required:	[insert the date you require services to commence]
Engagement Route:	[insert whether the SOW is inside or outside of IR35 legislation]
Location Required:	[insert the primary location of this work, any secondary DfE locations they may need to travel to and any other non-DfE locations they may need to travel to] [Due to current circumstances, services will be performed remotely however please ensure you indicate where you expect services to be delivered if/when on-site working returns].
Work Package Title:	[insert name of your project]
Phase(s) of Development:	[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]
Start Date & End Date of SOW	[insert SOW start and end date]
Estimated Duration of SOW:	[insert number of days]
Project/Programme Background and Objectives:	[Briefly describe the scope of work required to be completed by the supplier based on current position of work. It may be appropriate to discuss work which has been done previously to inform the current requirements]
Overview of Work Package Requirements:	[Provide a high-level overview of what needs to be achieved in each specific area the SOW relates to, for the period which the call off covers. These should be clear descriptions so the supplier is aware of what should be achieved throughout the course of the call off. It should separate all workflows covered by the call-off so that different deliverables can be set against them for each SOW]

Work Package Approach:	<p>The work shall be delivered in accordance with:</p> <ul style="list-style-type: none"> • GDS Service Standards [Delete or add as appropriate] • DFE Mock Alpha Assessment Standards [Delete or add as appropriate] <p>Further information on these standards is captured in section 3.7 within this document.</p>
Cost Centre:	
Security Vetting Checks required	<p>The level of clearance required for this SOW is:</p> <ul style="list-style-type: none"> • BPSS • CTC • SC • DV - [Delete or add as appropriate]

- 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

Work Package Deliverables			
Ref	Deliverable	Acceptance Criteria	Milestone Date
D01			
D02			
D03			
D04			
D05			
End of Deliverables			
Charging Method(s) for this work Package:		Capped Time and Material (CTM)	
		Invoiced monthly in arrears based on agreed Deliverables.	
Travel Expectations and Expenses:		All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety	
Overtime and on-call		There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.	

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.

3.3 Supplier Response

		Service Charges Breakdown			
Sub-Contractors:		[completed by supplier]			
Role	Key Staff	Day Rate (ex VAT)	Max Days	Employment / Engagement Route (incl. inside/outside IR35)	Total Cost (ex VAT)
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]	[completed by supplier]
	Total (ex VAT)				
	End of Response				

3.4 Assumptions & Dependencies

- 3.4.1 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:	[An assumption is what is believed to be true. These are anticipated events or circumstances that are expected during the project's life cycle.]
Dependencies	[Sets out the relationships between various tasks/deliverables", i.e. tasks that require input from other tasks to be completed, or activities that can't start until a previous activity is done] [These will vary between SOW and may not be applicable]

3.5 Key Contacts

[This table is intended for both buyer & supplier to detail the key contact points during the duration of the SOW. This section should not be used to detail actual resource requirements]

- 3.5.1 The Parties agree that the Key Contacts in respect of this Project are detailed in the table below.

- 3.5.2 Table of Key Contacts:

Name	Role	Details

3.6 Call-Off Contract Charges

- 3.6.1 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.

3.6.2 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).

3.6.3 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.

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 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).

3.7 Performance Standards & Quality Assurance

- 3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

Performance Standard/Requirements	Description
<i>[Outline any quality and technical standards required for the delivery of the contract – This should further define the key details of any standards that are specified in the 'work package approach' section This is anything overarching that is not captured in the deliverables which identifies applicable standards, regulations, manuals, permits, special certification or license requirements, etc., that must be met and are not already incorporated in the SOW from elsewhere in the contract]</i>	

3.8 Reporting and Communications

[This will make clear how often and in what format the Supplier is expected to report to the DfE]

- 3.8.1 The Buyer and Supplier shall meet *[monthly, bi-monthly, etc – please choose as appropriate]* to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the *[please choose as appropriate]* of the Supplier and *[please choose as appropriate]* 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.
 - Review of the exit plan & handover arrangements to ensure they remain fit for purpose.
- 3.8.3 *[Please choose as appropriate – i.e one week, one day]* prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

[This sets out the process in how any changes to deliverables or other aspects of the SOW will be agreed.]

- 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 five calendar days.

3.10 Termination

[This should reference the agreements in place in the overarching call-off, and the terms that were agreed. This acts as assurance that we are not committed to spend of the period the SOW covers]

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of five calendar days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

[This should stipulate the way in which DfE wish to ensure knowledge transfer and a smooth transition of services when the deliverables have been met and the service has been completed]

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

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

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

3.13 Annex 1 – Data Processing

[If the Data Processing arrangements for this statement of work are not adequately captured in the overarching contract (Joint Schedule 11) then both parties will need to agree and capture the data processing arrangements in the table below.

- If the data processing arrangement is appropriately captured in the overarching contract, please delete the following table and add the following 'As per contract agreement'.
- If there are no personal data processing requirements for this statement of work, please add remove the following table and add ' Not applicable'.

For the purposes of this statement of work, the following table will be amended to set out the processing activities 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">• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,

	<ul style="list-style-type: none"> • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]

Relevant key Contract terms for CCS Contract No. RM1043.7 are attached or/and accompany this Framework Schedule 6 document are attached below/inserted in the following pages-

- Joint Schedules for RM1043.7_Attachment1



Attachment1 Joint
Schedules DOS 5(RM

- Call-Off Schedules for RM1043.7_Attachment2



Attachment2 Call-off
Schedules