

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

Call-Off Ref: CPD4124221
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Framework Schedule 6 (Order Form, Statement of Work Template and Call-Off Schedules)**Order Form**

Call-Off Reference: CPD4124221

Call-Off Title: DLUHC Urgent Requirements for Embedded Capabilities for Digital Service Design and Delivery

Call-Off Contract Description: DLUHC Urgent Requirements for Embedded Capabilities for Digital Service Design and Delivery. To support the design and development of new digital tools and services which DLUHC is responsible for. This contract will be used to fund multiple multidisciplinary delivery teams to tackle these problems, and design, build and run modern digital services which meet the Service Standard and Technology Code of Practice.

The Buyer: Department for Levelling Up, Housing & Communities

Buyer Address: Fry Building, 2 Marsham Street, London, SW1P 4DF

The Supplier: Made Tech Limited

Supplier Address: 4 O'Meara St, London SE1 1TE

Registration Number: 06591591

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12 April 2024.

It is 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, 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 but 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, 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.

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Call-Off Lot

Lot 1: Digital Outcomes

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
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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) Part C No Staff Transfer at Start Date
 - 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 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 25 (Ethical Walls Agreement)

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- 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

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 12/04/2024

Call-Off Expiry: 11/04/2026

Call-Off Initial Period: 2 Years

Call-Off Optional Extension Period: 1 Year

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: Initial £360,000.00 (excl. VAT) with a maximum £19,500,000.00 (excl. VAT) ceiling for the two (2) year contract term, subject to budget approvals. Spend will be dependent on the successful completion of SOWs as the contract progresses.

Statement of Works Process

Individual SOWs will be agreed between both parties as required, agreeing each work package and taking into account any specific KPIs/ Milestones/Data Processing/Security Requirements. Implementation Plans and Testing Criteria can be included in individual SoWs if required. DLUHC reserve the right to include Call-Off Schedule 13 Implementation Plan and Testing in individual SoWs if applicable.

The Supplier will not begin work until each SoW is fully signed by all parties and a valid Purchase Order is received.

Supplier to maintain a record of all completed, ongoing and pipeline SoWs and submit to the DLUHC Contract Manager on a monthly basis (the format and information to be included will be agreed between both parties with 30 days of contract signature).

Call-Off Deliverables

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

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Warranty Period

The supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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 £4,000,000.00.

Call-Off Charges

1. All rates in the Proposal Price Schedule (see Call-Off Schedule 4) are fixed for the initial 2-year duration of the contract and are fully inclusive of any travel and subsistence costs.

Reimbursable Expenses

None

Payment Method

BACS/ Electronic Invoice

Invoices must quote the Buyer's Contract Reference, SoW reference number and Purchase Order Number, along with an appropriate description of the work completed and timesheets (if applicable) which have been approved by the Buyer. Failure to do so may result in a delay in payment from which the Buyer cannot be held responsible.

Buyer's Invoice Address

[REDACTED]

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Buyer's Authorised Representative

[REDACTED]

Buyer's Environmental Policy

Available online at: <https://www.gov.uk/government/collections/greening-government-commitments>.

Buyer's Security Policy

Available online at: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>.

Supplier's Authorised Representative

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency

Monthly - See details in Call-Off Schedule 1 (Transparency Reports)

Progress Meeting Frequency

Monthly See details in Call-Off Schedule 1 (Transparency Reports)

Key Staff

[REDACTED]

Key Subcontractor(s)

Softwire Technology Limited, 315, Highgate Studios, 53-79 Highgate Rd, London NW5 1TL.

Commercially Sensitive Information

See details in Joint Schedule 4 (Commercially Sensitive Information)

Balanced Scorecard

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

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Material KPIs

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

[REDACTED]

Service Credits

Not applicable

Additional Insurances

Not applicable

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 will 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. See detailed "Statement of Works Process" on page 3 above.

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For and on behalf of the Supplier:	
Signature:	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	15 April 2024

For and on behalf of the Buyer:	
Signature	[REDACTED]
Name:	[REDACTED]
Role:	[REDACTED]
Date:	17 April 2024

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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. This will be agreed within 2 weeks of contract signature and then added.

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

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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 an 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:	CPD4124221
Buyer contact:	
Supplier contact:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer):	
Key Personnel (Supplier):	
Subcontractors:	

2. Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

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Delivery Phase(s): [Insert item and nature of the 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).

[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]

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Material KPIs	Target	Measured by

[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	Contact Details	Work 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]

]

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4. Charges**Call Off Contract Charges:**

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

- Fixed day rates (see Call-Off Schedule 4)

The estimated maximum value of this SOW £ **[insert detail]**.

Rate Cards Applicable:

[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:

None – all daily rates are fully inclusive of all travel and subsistence costs.

5. Signature and Approvals**Agreement of this SOW (no work will commence until supplier is in receipt of a Purchase Order)**

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: Fraser Trickett

Title: Client Partner

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 the 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	Detail
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, • Business contact details of any directors, officers, employees, agents, consultants and contractors of

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	<p>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,</p> <ul style="list-style-type: none"> • [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>
Types 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]