



Crown  
Commercial  
Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

Crown Copyright 2020

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

### **Order Form**

.

Call-Off Reference: TRN 5017/04/2021

Call-Off Title: Help to Grow Subsidy discovery

Call-Off Contract Description: BEIS require a team to conduct a discovery for the voucher element of the Help to Grow Digital Scheme in line GDS standards. We expect visuals to be produced to illustrate the various user journeys throughout the phase. Potential for extension for alpha.

The Buyer: Department of Business, Energy and Industrial Strategy

Buyer Address: 1 Victoria Street, London, SW1H 0ET

The Supplier: Foundry 4 Consulting Limited

Supplier Address: Foundry4 Consulting Limited, 7 Savoy Court, London, WC2R 0EX

Registration Number: 10686321

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 12/05/21.

It's 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, 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, 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: 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

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

Call-Off Start Date: 24 May 2021

Call-Off Expiry Date: 24 October 2021

Call-Off Initial Period: 0 Years, 2 Months

Call-Off Optional Extension Period: 0 Years, 3 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £570,000, excluding VAT

### **Call-Off Deliverables**

The Supplier will provide the discovery and alpha phases for the Help to Grow Digital Scheme

The Buyer reserves the right to review this contract following the Discovery stage and either continue to Alpha stage or terminate subject to the results of the review.

### **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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 £570,000

### **Call-Off Charges**

Capped Time and Materials (CTM)

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.

### **Reimbursable Expenses**

None

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

**Payment Method**

Payment to be made by BACS following a correct invoice

**Buyer's Invoice Address**

Department for Business, Energy and Industrial Strategy  
Address, 1, Victoria Street, London SW1H 0ET

**Buyer's Authorised Representative**

[Redacted]

**Buyer's Security Policy**

The Minimum Cyber Security Standard is mandated by Cabinet Office to all departments, version updated 25 June 2018, Available at  
<https://www.gov.uk/government/publications/the-minimum-cyber-security-standard/the-minimum-cyber-security-standard>

**Buyer's Authorised Representative**

[Redacted]

**Progress Report & Meeting Frequency**

Fortnightly Sprint Review

**Key Staff**

As listed in supplier proposal

**Commercially Sensitive Information**

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 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.

**For and on behalf of the Supplier:**

Signature:

[Redacted]

Name: Sean Tubbs

Role: Managing Director

Date: 25/05/21

**For and on behalf of the Buyer:**

Signature: [Redacted]

Name: Emma Floyd

Role: SRO

Date:

## **Appendix 1**

Statement of work 1 – Discovery phase



## 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><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>• Registered company number</li> <li>• SIC code(s)</li> <li>• Company status</li> <li>• Registered company address</li> <li>• Unique Property Reference Number</li> <li>• Primary contact email address</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></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"> <li>• N/A</li> </ul> <p><b>The Parties are Joint Controllers</b></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"> <li>• N/A</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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</li> </ul>

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

	the Relevant Authority is the Controller,
Duration of the Processing	The duration of the data processing will be 24 October 2021
Nature and purposes of the Processing	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)
Type of Personal Data	<ul style="list-style-type: none"> <li>• Registered company number</li> <li>• SIC code(s)</li> <li>• Company status</li> <li>• Registered company address</li> <li>• Unique Property Reference Number</li> <li>• Primary contact email address</li> </ul>
Categories of Data Subject	Users and potential users of services associated with Help to Grow
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Ensure that all data is being stored and processed securely.</p> <p>Allocate a retention schedule for the gathered data so that the data can be destroyed.</p>