



**Crown  
Commercial  
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**Department  
for Education**

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

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

**Teach in Further Education Information and Support online site.**

### **Service Delivery Package 1 Teach in FE England**

Version 2

1

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

#### **Order Form**

<b>Call-Off Reference</b>	DOS Opportunity #17477
<b>Buyer Reference</b>	Con_16437

<b>Call-Off Title:</b>	Teach in Further Education Information and Support online site  Service Delivery Package 1 Teach in FE England
<b>Call-Off Contract Description:</b>	Digital, Data and Technology Profession Capability  Provision of digital services to research and develop the existing Teach in Further Education digital site to develop new digital features and content, to better inform and direct users on their journey to becoming an FE teacher.
<b>The Buyer</b>	Department for Education
<b>Buyer Address:</b>	Sanctuary Buildings, Great Smith Street, London, SW1P 3BT.

<b>The Supplier:</b>	Engine Partners UK LLP
<b>Supplier Address</b>	60 Great Portland Street, London, W1W 7RT
<b>Registration Number:</b>	1109758
<b>DUNS Number:</b>	217328044
<b>SID4GOV ID:</b>	██████████

### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10 October 2022. 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

DOS5 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, Department for Education 'Library of Special Clauses' (Special Terms 1-6 inclusive) 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 (Document:
    - Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility) RM1043.7 ○ Joint Schedule 6 (Key Subcontractors) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 8 (Guarantee) - **(Not applicable)** ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) RM1043.7 ○ Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM1043.7 (Document:
    - 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 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) – **NOT APPLICABLE**
    - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **APPLICABLE Using standard KPIs – Service Levels not required**
    - Call-Off Schedule 15 (Call-Off Contract Management) ○ Call-Off

Schedule 16 (Benchmarking) ○ Call-Off Schedule 17 (MOD Terms) –

**NOT APPLICABLE**

- Call-Off Schedule 18 (Background Checks) – **NOT APPLICABLE**: see Special Term 2 of this Framework schedule 6 Order Form
- Call-Off Schedule 19 (Scottish Law) – **NOT APPLICABLE**
- Call-Off Schedule 20 (Call-Off Specification)
- Call-off Schedule 21 (Northern Ireland Law) – **NOT APPLICABLE**
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Cyber Essentials Scheme) – **APPLICABLE** (and in accordance with the DfE Library of Special Clauses)

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. (submitted by the Supplier via ITT\_1533 on 9 August 2022)

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 to supplement existing provisions. The Supplier will comply with the following additions:

#### Special Term 1: Special Clauses (GDPR and DfE Security Standards)

Department for Education Library of Special Clauses

- UK General Data Protection Regulation
- Departmental Security Standards



policy-dfe-informatio  
n-security.docx

#### Special Term 2: Relevant Convictions

To supplement existing provisions, the Supplier will comply with the following additions:

- 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. The Buyer will indicate where Security Clearance (SC) checks are required in individual statements of work.
- 1.2 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, is entirely at the Buyer's sole discretion.

- 1.3 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 Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 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.
  - 1.4 Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 1.2 and/or 1.3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified.
  - 1.5 Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.
- 1.

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 3: Onboarding Timescales**

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 4: Overseas Working**

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 5: Data Processing Changes**

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, cannot 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.

### **Special Term 6:**

"10.2.2 The Buyer has the right to terminate any Statement of Work issued in accordance with this Call-Off Contract at any time, without reason, with five working days' written notice to the Supplier."

### **Contract Term:**

<b>Call-Off Start Date</b>	1 <sup>ST</sup> November 2022
<b>Call-Off Expiry Date:</b>	31 <sup>st</sup> October 2024
<b>Call-Off Initial Period:</b>	Two Years
<b>Call-Off Contract Extension Period (Subject to agreement)</b>	Six Months
<b>Minimum Notice Period for</b>	30 days
<b>Extensions:</b>	
<b>Call-Off Contract value</b>	Up to a maximum of £2,800,000 (exclusive of VAT). The Buyer does not guarantee a minimum Contract spend.

### **Call-Off Deliverables**

Deliverables will be defined by each Statement of Work (SOW).

Overall contractual requirements are set out in Call-Off Schedule 20 (Call-off Specification) and outlined in the contract advert: [Teach in Further Education Information and Support online site - Digital Marketplace](#)

Digital, Data and Technology Profession Capability.

The Supplier will have the capacity and expertise to deliver appropriate capability and expertise to deliver outcomes, working in multi-disciplinary teams.

The Supplier will deliver outcomes specifically in relation to research and develop the existing Teach in Further Education digital site to:

- Align content with campaigns.
- Develop new digital features and content, to better inform and direct users on their journey to becoming an FE teacher.
- Research unmet user needs and improve alignment with other related support and teacher services.

Where necessary the Supplier will work with internal DfE staff and other suppliers from a range of disciplines including architecture; security, policy, user experience, service design, software development, finance, and commercial to deliver the programmes/projects.

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with all relevant and reasonable standards referred to in Framework Schedule 1 (Specification) and as identified through each Statement of Work by the Buyer.

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate and to adhere to the security clauses set in the Department of Education Library of Special clauses [Special Term 1] 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. Joint Schedule 3 (Insurance Requirements) Annex 1 sets out the supplier's required insurance cover.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £1,400,000 but not less than £2,800,000.

### **Call-Off Charges**

#### **Charging method(s)**

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Charging method shall be agreed on a Statement of Work basis. It is expected that Capped Time and Materials (CTM) shall be the default pricing mechanism.

Capped time and materials (CTM)	X
Incremental Fixed Price	
Time and Materials (T&M)	X
Fixed Price	X

Other pricing method or a combination of pricing methods agreed by the Parties	X
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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

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 at any time throughout the duration of this Call-Off Contract.

[REDACTED]

### Payment Method

<b>The method of payment for the CallOff Contract Charges</b> (GPC or BACS)	Electronic BACS transfer.
<b>Invoice (including Electronic Invoice) details</b>	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.

### Buyer's Invoice Address

<b>Who and where to send invoices to:</b>	Invoices will be sent to [REDACTED]
	All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.



<b>Invoice information required</b> – e.g. PO, project ref, etc.	A valid invoice will: <ul style="list-style-type: none"> <li>• be dated and have a unique invoice number;</li> <li>• quote a valid purchase order number;</li> <li>• include correct Supplier details;</li> <li>• specify the services supplied;</li> <li>• include the correct SOW reference;</li> <li>• be for the correct sum;</li> <li>• provide contact details for queries.</li> </ul>
<b>Invoice frequency</b>	Monthly in arrears.

### Buyer's Authorised Representative

Name:	
Role:	
Phone:	
Email:	
Address	Department for Education, Sanctuary Buildings, Great Smith Street London SW1P 3BT

### Supplier's Authorised Representative

Name:	
Role:	
Phone:	
Email:	
Address	60 Great Portland Street, London, W1W7RT

### Supplier's Contract Manager

Name:	
Role:	
Phone:	

Email:	██████████
Address	60 Great Portland Street, London, W1W7RT

### Progress Report Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract. Service reports shall be submitted 48 hours ahead of monthly review meetings.

### Progress Meeting Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract but shall be undertaken at least monthly.

### DfE Key Staff

To be outlined in each individual Statement of Work.

### Key Subcontractor(s)

Not applicable

### Commercially Sensitive Information

Supplier's information	
<b>Commercially sensitive information:</b>	<ul style="list-style-type: none"> <li>• Supplier proposal and Statement of Works.</li> <li>• Details of rate card and costings.</li> <li>• Names of team members and other personal identifiable information.</li> </ul>

### 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).

#### A. KPI 1: People (Resourcing)

The Supplier shall successfully a) commence each SOW within the required time period specified in the SOW and b) ensure that all digital specialists working on the SOW are at the commensurate level of seniority for the role required and the fees being charged. c) The level of resource supplied is commensurate to deliver to the timescales within the SOW.

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

#### Measurement

Met	Partially met	Not met
Green No more than one specialist is not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.	Amber: No more than two specialists are not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.	Red: Three or more specialists are not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.

**Source:** Service Owners and wider buyer team's verification

**Owner:** Supplier and Buyer

#### B. KPI: Quality of Delivery

The Supplier shall successfully deliver all Key Service Deliverables required in Statements of Work to the required Acceptance Criteria.

Met	Partially met	Not met
Green: The Supplier fails to deliver no more than two Key Service Deliverables or 10% which ever is fewest due against all live SoWs in the preceding month.	Amber: The Supplier fails to deliver no more than three Key Service Deliverables due against all SoWs in the preceding month.	Red: The Supplier fails to deliver four or more Key Service Deliverables due against all SoWs in the preceding month.

**Source:** Service Owners and wider buyer team's verification

**Owner:** Supplier and Buyer

**C. KPI: Performance to Pay** n accordance with an agreed performance to pay process, suppliers submit the following

'inputs':

- accurate and complete Acceptance Certificates in a timely matter;
- accurate and complete monthly Supplier Service Report in a timely manner; - accurate and complete invoices in a timely manner.

#### Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"><li>• Green: All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information</li></ul>	<ul style="list-style-type: none"><li>• Amber: 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.</li></ul>	<ul style="list-style-type: none"><li>• Red: Inputs are later than 5 working days in the prescribed performance to pay process. Inputs contain significant errors.</li></ul>

**Source:** Service Owners and wider buyer team's verification

**Owner:** Supplier and Buyer

#### D. KPI: Partnering Behaviours and Added Value

The Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. The Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel.

##### Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"><li>Green: The Supplier adapts agile ways of working to meet the needs of a dispersed team identifies opportunities to upskill DfE colleagues across the programme. Innovative cost saving ideas explored.</li></ul>	<ul style="list-style-type: none"><li>Amber: Some issues identified that have been quickly resolved, for example around: upskilling opportunities and resistance to DFE ways of working.</li></ul>	<ul style="list-style-type: none"><li>Red: Some issues identified that remain unresolved, for example around: Insufficient upskilling opportunities identified and resistance to DFE ways of working.</li></ul>

**Source:** Service Owners and wider buyer team's verification

**Owner:** Supplier and Buyer

#### E. KPI: Commitment to Social Value

##### Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"><li>Green: </li></ul>	<ul style="list-style-type: none"><li>Amber: </li></ul>	<ul style="list-style-type: none"><li>Red: </li></ul>

**Source:** Service Owners and wider buyer team's verification

**Owner:** Supplier and Buyer

#### 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

#### Social Value Commitment

Supplier will commit to Social Value themes of promoting wellbeing and equal opportunity, as outlined in ITT\_1533 from stage 2 of the DOS5 competition. This shall 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.

### Formation of Contract

By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff 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

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

Signature	
Name:	
Role:	
Date:	

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

Signature	
Name:	
Role:	
Date:	

### Annex 1 (Statement of Works Template)

## Schedule 3 - Statement of Work (SOW)

Issued in accordance with Contract '**con\_XXX**' and including Pricing Arrangements, Deliverables and Key Contacts.

### 3.1 SOW Summary

<b>Date SOW Submitted:</b>	[insert date]
<b>SOW Reference:</b>	[supplied by D & T Contracts Team]
<b>SOW Value:</b>	[insert agreed SOW value]

<b>Buyer:</b>	[insert Directorate / team and contact details]
<b>Supplier:</b>	[insert supplier name]
<b>Start Date Required:</b>	[insert the date you require services to commence]
<b>End Date:</b>	[Insert the date you require services to end]
<b>Estimated Duration of SOW:</b>	[insert number of days]
<b>Work Package Title:</b>	[insert name of your project]
<b>Phase(s) of Development:</b>	[insert the phase(s) of your project, i.e. Discovery, Alpha, Private Beta, Public Beta, Live, multiples thereof or N/A]
<b>Location Required:</b>	[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]
<b>IR35 Status(off/on payroll):</b>	[insert whether the request for services is for inside or outside IR35 legislation ]
<b>Outcome of IR35:</b>	<p>It is the responsibility of the Buyer to complete the <a href="#">HMRC IR35 assessment</a> and embed the resulting pdf below. Failure to do so will result in this request being rejected.</p> <p>The 'off-payroll working rules (IR35) do not apply' The 'off-payroll working rules (IR35) apply'</p> <p>[please embed CEST outcome here]</p> <p>If the engagement is inside scope of IR35/'off payroll working rules apply' then the Supplier will be expected to provide services on payroll</p>
<b>Project/Programme Background and Objectives:</b>	[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]
<b>Overview of Work Package Requirements:</b>	[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]

<b>Work Package Approach:</b>	<p>The work shall be delivered in accordance with: [Delete or add as appropriate]</p> <ul style="list-style-type: none"> <li>· GDS Service Standards</li> <li>• DFE Mock Alpha Assessment Standards</li> <li>• Agile Methodology</li> <li>• GDPR compliance</li> <li>• Accessibility standards (WCAG 2.1 AA accessibility standard)</li> <li>• DDaT Capability Framework</li> <li>• Technology Code of Practice</li> <li>• Government Design System</li> </ul> <p>Further information on these standards is captured in section 3.7 within this document.</p>
<b>Funding Team and Cost Centre:</b>	[insert funding details]
<b>Security Vetting Checks required</b>	<p>The level of clearance required for this SOW is [Delete as appropriate]:</p> <ul style="list-style-type: none"> <li>• BPSS</li> <li>• Enhanced DBS</li> <li>• SC</li> <li>• CTC</li> <li>• DV</li> </ul>
<b>General Data Protection Regulation (GDPR) considerations for this engagement</b>	For each Statement of Work, Annex 1 – Data Processing is to be completed. Failure to do so will result in the request being rejected

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

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.

Work Package Deliverables			
Ref	Deliverable	Acceptance Criteria	Milestone Date
D01			
D02			
D03			
D04			
D05			
End of Deliverables			



<b>Charging Method(s):</b>	<p>The charging method for this work package is:</p> <ul style="list-style-type: none"> <li>• Capped Time and Materials</li> <li>• Invoiced monthly in arrears based on agreed Deliverables.</li> <li>• The Supplier will provide regular updates about the progress of work and will work with the Buyer to adapt and re-plan as necessary, including updating deliverables if required.</li> </ul>		
<b>Travel Expectations and Expenses:</b>	All expenses <b>must</b> 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		
	Estimated Expenses	£XXX	
<b>Overtime and on-call</b>	<p>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.</p>		

### 3.3 Supplier Response

<b>Introduction:</b>	[supplied by Supplier]
<b>Requirements from DfE around how the team will be resourced:</b>	[supplied by Supplier]
<b>Areas of potential complexity, and the assumptions we are making:</b>	[supplied by Supplier]

<b>Timing:</b>		[supplied by Supplier]		
<b>Service Charges Breakdown</b> [supplied by Supplier]				
<b>Role</b>	<b>Worker Engagement Route (off/on payroll)</b>	<b>Day Rate (ex VAT)</b>	<b>Max Days</b>	<b>Total Cost (ex VAT)</b>
[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]
	<b>Total (ex VAT)</b>			
<b>Areas that are out of scope:</b>		[supplied by Supplier]		
<b>End of Response</b>				

### 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:

<b>Assumptions:</b>	<p>1) Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.</p> <p>2) Work for the department must be conducted using tools and accounts provided by the department. DfE will provide you with the tools or instances required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.</p> <p>[An assumption is what is believed to be true. These are anticipated events or circumstances that are expected during the project's life cycle.]</p>
<b>Dependencies</b>	<p>[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]</p> <p>[These will vary between SOW and may not be applicable]</p>

### 3.5 Key Contacts

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 for on-boarding purposes and for managed services that are inside scope as per the result of any relevant IR35 determination:

Name	Role	Contact 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 CallOff 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:

*Add/remove as appropriate*

Performance Standard/Requirements	Description
All work delivered by team members to be GDPR compliant and in line with departmental policies	<a href="#">Technology code of practice</a> <a href="#">Service Manual</a> <a href="#">GDPR guidance</a> (ICO) Internal DfE guidance on GDPR
All work to be delivered in line with agile methodology	<a href="#">Service Manual</a>

All services should meet the performance standards and expected skills of the roles set out in the DDaT profession capability framework	<a href="#">DDaT profession capability frameworks</a>
Accessibility standards	<a href="#">Understanding accessibility requirements for public sector bodies - GOV.UK (www.gov.uk)</a>  <a href="#">Understanding WCAG 2.1 - Service Manual - GOV.UK (www.gov.uk)</a>
GDS Service Standards	<a href="#">Service Standard - Service Manual - GOV.UK (www.gov.uk)</a>
All services to adhere to the government design system , (unless agreed otherwise with the service owner)	<a href="#">Home – GOV.UK Design System (designsystem.service.gov.uk)</a>

### 3.8 Reporting and Communications

- 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 and Contract Manager, who will be specified in section 3.5.
- 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

- 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

- 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

- 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:		

<b>Date:</b>		
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### 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'.

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><b>The Relevant Authority is Controller and the Supplier is Processor</b> 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>• <b>[Insert</b> the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b> 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>• <b>[Insert</b> the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li></ul> <p><b>The Parties are Joint Controllers</b> 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>• <b>[Insert</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b> 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 the Relevant Authority is the Controller,</li> <li>• <b>[Insert</b> 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]</li> </ul> <p><b>[Guidance</b> 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>[Please 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]

**Rate Cards Applicable:**

[REDACTED]

[REDACTED]

[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]

#### 1 **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:

#### **Annex 1 (to accompany an agreed Statement of Work) Data Processing**

For each Statement of Work issued in accordance with this Call-Off Contract, the below table shall be agreed with the Supplier and will apply to the Processing activities undertaken under that Statement of Work only:

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<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>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</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>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</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>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by both Parties together]</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 the Relevant Authority is the Controller,</li> <li>• [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]</li> </ul>
	<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]